

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nexus Professional Risk, LLC		12/01/2021	Limited Liability Company: DELAWARE
Klein Agency, LLC		12/01/2021	Limited Liability Company: MARYLAND
Insurance Management Consultants, Inc.		12/01/2021	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Foundation Risk Partners, Corp.		
<b>Street Address:</b>	1540 Cornerstone Blvd.		
<b>Internal Address:</b>	Suite 230		
<b>City:</b>	Daytona Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32117		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90746074	NEXUS PROFESSIONAL RISK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4074815801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4074815813		
<b>Email:</b>	lmlvain@latham luna.com		
<b>Correspondent Name:</b>	Lori T. Milvain		
<b>Address Line 1:</b>	201 S. Orange Ave., Suite 1400		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>NAME OF SUBMITTER:</b>	Lori T. Milvain		
<b>SIGNATURE:</b>	/ltm/		
<b>DATE SIGNED:</b>	07/07/2022		
<b>Total Attachments: 6</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) effective December 1, 2021 (“Effective Date”), is by and between **Nexus Professional Risk, LLC**, a Delaware limited liability company (“Nexus”); **Klein Agency, LLC**, a Maryland limited liability company (“Klein Agency”); **Insurance Management Consultants, Inc.**, a North Carolina corporation (“IMCI”) and with Nexus and Klein Agency, each an “Assignor” and collectively the “Assignors”); and **Foundation Risk Partners, Corp.**, a Delaware corporation (“Assignee”). Collectively, Assignors and Assignee are referred to herein as “the Parties.”

**WHEREAS**, Assignors own the trademarks, including rights to pending trademark applications, described on Schedule A attached hereto (the “Trademarks”); and

**WHEREAS**, Assignee now desires to acquire all right, title and interest in and to the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignors hereby sell, assign, and transfer, and Assignee accepts, all worldwide right, title and interest in and to the Trademarks, including the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating thereto, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademarks, the same as would have been held and enjoyed by Assignors had this Assignment not been made.

2. Assignors confirm that they will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademarks.

3. Assignors hereby covenant and agree that they will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignors will communicate to Assignee all facts known to Assignors relating to the Trademarks, and do all acts necessary to assist Assignee to maintain and enforce the Trademarks, and to perform

such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

4. Assignors hereby irrevocably constitute and appoint Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment, including obtaining approval of any pending application for any Trademark.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other Parties with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in a writing agreed to by all Parties to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, and shall be enforceable against the Parties in the courts located in the State of Florida.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

**ASSIGNORS:**

**NEXUS PROFESSIONAL RISK, LLC**

By: Justin Klein  
Name: Justin Klein  
Title: President

**KLEIN AGENCY, LLC**

By: Justin Klein  
Name: Justin Klein  
Title: Authorized Person

**INSURANCE MANAGEMENT CONSULTANTS, INC.**

By: \_\_\_\_\_  
Name: Jeffrey Todd  
Title: President

**ASSIGNEE:**

**FOUNDATION RISK PARTNERS, CORP**

By: \_\_\_\_\_  
Name: Charles H. Lydecker  
Title: Chief Executive Officer

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Title: President

**KLEIN AGENCY, LLC**

By: \_\_\_\_\_  
Name: Justin Klein  
Title: Authorized Person

**INSURANCE MANAGEMENT CONSULTANTS, INC.**

By: Jeffrey Todd  
Name: Jeffrey Todd  
Title: President

**ASSIGNEE:**

**FOUNDATION RISK PARTNERS, CORP**

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Title: President

**KLEIN AGENCY, LLC**

By: \_\_\_\_\_  
Name: Justin Klein  
Title: Authorized Person

**INSURANCE MANAGEMENT CONSULTANTS, INC.**

By: \_\_\_\_\_  
Name: Jeffrey Todd  
Title: President

**ASSIGNEE:**

**FOUNDATION RISK PARTNERS, CORP**

By: Charles H. Lydecker  
Name: Charles H. Lydecker  
Title: Chief Executive Officer

**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Expiration Date</b>
<b>NEXUS PROFESSIONAL RISK</b>	90746074		N/A	PENDING	N/A