

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748920

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900700042 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| G2 Insurance Services, LLC | | 06/01/2022 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Relation Insurance Services, Inc. | | |
| Street Address: | 1277 Treat Boulevard | | |
| Internal Address: | Suite 400 | | |
| City: | Walnut Creek | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94597 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4419242 | G2 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3123468434 | | |
| <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> | | | |
| Phone: | 312-476-7558 | | |
| Email: | mefdocket@lplegal.com | | |
| Correspondent Name: | Marc E. Fineman | | |
| Address Line 1: | 2 N. LaSalle St. | | |
| Address Line 2: | Suite 1300 | | |
| Address Line 4: | Chicago, ILLINOIS 60602 | | |
| ATTORNEY DOCKET NUMBER: | 44703-132279 | | |
| NAME OF SUBMITTER: | Marc E. Fineman | | |
| SIGNATURE: | /Marc E. Fineman/ | | |
| DATE SIGNED: | 08/16/2022 | | |
| Total Attachments: 6 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of June 1, 2022 (the “Effective Date”), by and between (i) G2 Insurance Services, LLC, a California limited liability company (“Assignor”), and (ii) Relation Insurance Services, Inc., a Delaware corporation (“Assignee”).

RECITALS

A. Assignor is the owner of those certain trademarks, trademark applications and trademark registrations, including all goodwill associated therewith, set forth in the attached Schedule A (the “Trademark Rights”).

B. Pursuant to that certain Asset Purchase Agreement, dated as of June 1, 2022 (as amended, amended and restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignor, Assignee and the other parties named therein, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Trademark Rights.

C. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

D. Assignor and Assignee now desire to enter into this Assignment for the purpose of memorializing the sale, assignment, transfer, conveyance and delivery to Assignee of the Trademark Rights and recording the same with any applicable Governmental Authority.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Rights. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Trademark Rights, together with: (a) any and all renewals, extensions and prolongations thereof that may be secured under all Applicable Laws now or hereafter in force; and (b) all claims, causes of action and damages by reason of infringement, misappropriation or violation of any of the foregoing (including the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of any of the foregoing); all for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses or controls such rights.

2. Recordation. Assignor hereby authorizes the applicable trademark offices or other relevant Governmental Authorities to register and record Assignee as the assignee and owner of the Trademark Rights, including any renewals, extensions and prolongations thereof.

3. Further Assurances. Assignor further agrees that Assignor will, at the request of Assignee, take all reasonable acts, including without limitation the execution and acknowledgment of instruments, that may be or become necessary to effect or formalize the transfer of the Trademark Rights or as may be necessary to prosecute, obtain, maintain or enforce the Trademark Rights.

4. No Representations and Warranties. Except as set forth in the Purchase Agreement, Assignor hereby disclaims all representations and warranties concerning the Trademark Rights.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

9. Notices. All notices and communications hereunder shall be deemed to have been duly given and made if given in accordance with Section 6.1 of the Purchase Agreement.

10. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement

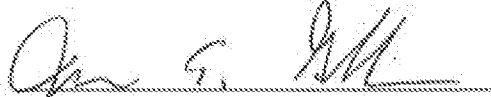
[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has duly executed and delivered this Assignment effective as of the date first above written.

ASSIGNOR:

G2 INSURANCE SERVICES, LLC

By:



Name: Jason E. Goldman

Title: Co-Chief Executive Officer

By:

Name: Matthew W. Goldman

Title: Co-Chief Executive Officer

TRADEMARK

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IN WITNESS WHEREOF, each party hereto has duly executed and delivered this Assignment effective as of the date first above written.

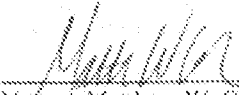
ASSIGNOR:

G2 INSURANCE SERVICES, LLC

By:

Name: Jason E. Goldman
Title: Co-Chief Executive Officer

By:


Name: Matthew W. Goldman
Title: Co-Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has duly executed and delivered this Assignment effective as of the date first above written.

ASSIGNEE:

RELATION INSURANCE SERVICES, INC.

By: DocuSigned by:
Joseph L. Tatum, Jr.
Name: Joseph L. Tatum, Jr.
Title: Chief Executive Officer

SCHEDULE A

| Country | Mark | Filing Date | Serial Number | Registration Date | Registration Number |
|----------------|-------------|--------------------|----------------------|--------------------------|----------------------------|
| United States | G2 | February 6, 2012 | 85535265 | October 15, 2013 | 4419242 |