

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM748250

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900705093		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMPASS INSURANCE SERVICES, INC.		07/01/2022	Corporation: WISCONSIN
COMPASS BENEFITS LLC		07/01/2022	limited liability corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HUB INTERNATIONAL MIDWEST LIMITED		
<b>Street Address:</b>	300 N. LASALLE STREET		
<b>Internal Address:</b>	17th FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5968949	IB INSURANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>	3126511502		
<b>Email:</b>	gbenoy@reedsmith.com		
<b>Correspondent Name:</b>	REED SMITH LLP		
<b>Address Line 1:</b>	599 LEXINGTON AVENUE, 22ND FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	330766.00070		
<b>NAME OF SUBMITTER:</b>	GWEN M. BENOY		
<b>SIGNATURE:</b>	/Gwen M. Benoy/		
<b>DATE SIGNED:</b>	08/12/2022		
<b>Total Attachments: 8</b>			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made by and between made effective as of July 1, 2022 ("Effective Date"), by and among Hub International Midwest Limited, an Indiana corporation (the "Assignee" or "Purchaser"), Compass Insurance Services, Inc., a Wisconsin corporation (the "Parent Seller" or "Parent Assignor"), and Compass Benefits LLC, a Wisconsin limited liability corporation (the "Subsidiary Seller" or "Subsidiary Assignor" and together with Parent Seller, the "Sellers" or "Assignors", and each individually a "Seller" or "Assignor").

**WHEREAS**, Assignors are the owner of all right, title and interest in and to the trademarks set forth in Schedule A attached hereto and incorporated herein (the "Marks") and common law and statutory rights in and to the Marks, together with all goodwill of the business associated therewith and symbolized thereby, in connection with the goods and services that the Marks were utilized in connection with, provided that, with respect to the United States intent-to-use trademark applications, if any, set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing, as identified on Schedule A (the "Goods and Services") and is the owner of the trademark registrations identified on Schedule A (the "Registrations") as well as the applications identified on Schedule A (the "Applications"); and

**WHEREAS**, Assignee is desirous of acquiring Assignors' entire right, title and interest in and to said Marks, the common law rights associated therewith and the goodwill of the business symbolized thereby and pertaining thereto, including the Registrations, the Applications, and other trademark rights related thereto throughout the world.

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

1. Assignors each hereby irrevocably assign, sell, convey and transfer to Assignee all of Assignors' right, title and interest, throughout the world, in and to the Marks set forth on Schedule A hereto, including, without limitation; (i) all common law and statutory rights therein, specifically including the Registrations and Applications, any and all renewals and extensions thereof, and the benefits resulting therefrom; (ii) the right to prosecute additional applications for the Marks and enjoy the benefits of any registrations resulting therefrom; (iii) the goodwill of the business symbolized by and associated with the Marks, and business conducted under the Marks, including but not limited to the goodwill of the business relating to the Goods and Services that the Marks are used in connection with, and any part thereof, and with respect to the United States intent-to-use trademark applications, if any, the transfer of Assignors' business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; (iv) all claims for income, royalties, damages and payments with respect to the Marks that have accrued before the Effective Date of this Assignment Agreement, as well as those

that may accrue after the Effective Date; (v) all claims for damages due or payable with respect to the Marks, including but not limited to the right to sue (including filing and prosecuting infringement, opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements, unfair competition, unjust enrichment or dilution of or damage or injury to or based on said Marks and associated goodwill; and (vi) the right to defend the Marks, the Applications and the Registrations.

2. Assignors warrant and represent that: (a) it has the authority to enter this Assignment Agreement; (b) it shall not contest or challenge, or knowingly aid any other person or entity in so contesting or challenging, the validity of the Marks, Applications or Registrations, or Assignee's ownership thereof.

3. Assignors expressly agree to execute, acknowledge, and deliver such documents and other instruments as may be reasonably requested by Assignee at no cost to Assignors to evidence or effectuate the sale, assignment, transfer, conveyance, and delivery of the Marks, Applications and Registrations to Assignee under this Assignment Agreement.

4. Assignors hereby irrevocably authorize and consent to the recordation of this Assignment Agreement by Assignee with the United States Commissioner of Patents and Trademarks of the USPTO and any other national, foreign, federal and state government officials to record and register this Assignment Agreement, and update the record to reflect Assignee as the owner of the Applications and Registrations.

5. Assignors hereby irrevocably authorize and request that all appropriate trademark offices issue registrations for the Marks in the name of Assignee.

6. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. The parties hereto acknowledge and agree that this Assignment Agreement is entered into pursuant to that certain **ASSET PURCHASE AGREEMENT** between the parties of even date herewith, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the assigned Marks. Sellers and Purchaser expressly agree that, in the event of a conflict between the terms of this Assignment Agreement and the **ASSET PURCHASE AGREEMENT**, the **ASSET PURCHASE AGREEMENT** controls.

8. All disputes and litigation regarding this IP Assignment Agreement and matters connected with its performance shall be brought exclusively in a state court in Duluth, Georgia or, if the foregoing court does not have subject matter jurisdiction, the United States District Court for the Northern District of Georgia, and the appellate courts having jurisdiction of appeals in such courts or, if none of the foregoing courts has subject matter jurisdiction, the Superior Court of the State of Georgia and the appellate courts having jurisdiction of appeals in such court. Each of the Seller

and the Purchaser consent to the jurisdiction of such courts in any suit, action, or proceeding and waives any objection that it may have to venue of any such breach-of-contract suit, action, or proceeding. This Agreement shall be exclusively interpreted in accordance with and governed solely by federal law or, where applicable, the laws of the State of Delaware, without giving effect to the choice-of-law rules of Delaware. If any action, suit or proceeding arising from or based upon this Agreement is brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees in connection therewith in addition to the related costs and expenses of such action, suit or proceeding.

**[signature page follows]**

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment Agreement, as of the Effective Date.

ASSIGNEE:

HUB INTERNATIONAL MIDWEST LIMITED

By: Matthew E. Pinkham  
Name: Matthew E. Pinkham  
Title: Vice President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK  
REEL: 007780 FRAME: 0241

**ASSIGNOR:**

COMPASS INSURANCE SERVICES, INC.

By: John R. Guerndt  
Name: John R. Guerndt  
Title: President

**ASSIGNOR:**

COMPASS BENEFITS, LLC

By: Compass Insurance Services, Inc.  
Its Sole Member

By: John R. Guerndt

Name: : John R. Guerndt

Title: : Member



## **SCHEDULE A**

Trademark:

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
IB INSURANCE	U.S.	5,968,949	January 21, 2020

Unregistered Trade Names:

- Compass Insurance Services
- Compass Benefits
- River Valley Insurance