

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752971

<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>
LINQ Companies, LLC		08/01/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acrisure, LLC		
<b>Street Address:</b>	100 Ottawa Avenue, SW		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4371779	LINQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9542909937		
<b>Email:</b>	nawtmdocket@shb.com		
<b>Correspondent Name:</b>	Natalie A. Ward		
<b>Address Line 1:</b>	2555 Grand Blvd.		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108		
<b>NAME OF SUBMITTER:</b>	Natalie A. Ward		
<b>SIGNATURE:</b>	/Natalie A. Ward/		
<b>DATE SIGNED:</b>	09/01/2022		
<b>Total Attachments: 9</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement, dated effective as of August 1, 2022 (this “Agreement”), is executed by LINQ Companies, LLC, a Florida limited liability company having its principal place of business at 2100 Ponce De Leon Blvd., Suite 600, Coral Gables, Florida 33134 (“Assignor”), and Acrisure, LLC, a Michigan limited liability company having its principal place of business at 100 Ottawa Avenue SW, Grand Rapids, Michigan 49503 (“Assignee”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

### **RECITALS**

**WHEREAS**, this Agreement is being delivered in relation to that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and among Assignee and certain affiliated entities of Assignor;

**WHEREAS**, in relation to the transactions contemplated by the Purchase Agreement and other ancillary documents (the “Transaction”), Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including all right, title and interest in and to the specific intellectual property listed on Exhibit A attached hereto (the “Intellectual Property”);

**WHEREAS**, Assignee desires to obtain all right, title and interest in and to the Intellectual Property according to the terms of this Agreement;

**WHEREAS**, Assignor agrees to grant Assignee, a limited license for the right to use the specific intellectual property listed as on Exhibit B (the “Licensed Back Intellectual Property”); and

**WHEREAS**, Assignee agrees to obtain the limited license granted by Assignee.

**NOW, THEREFORE**, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment of the Intellectual Property. Assignor hereby absolutely, unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens or other restrictions or claims from any person, including, without limitation, all associated goodwill, all applications, all registrations, and divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the date first written above or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall generally do everything reasonable to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

3. Grant of License. Effective upon completion of the assignment of Intellectual Property contemplated in Section 1 of this Agreement, Assignee hereby grants to Assignor a non-exclusive, royalty free, non-transferrable, non-sublicensable, perpetual license to use the Licensed Back Intellectual Property in connection with Assignor's business in the same manner as Assignee used the Licensed Back Intellectual Property immediately prior to its assignment thereof; provided that Assignee may terminate such license upon any breach or violation of the Purchase Agreement by Luis A. Hernandez (including, without limitation, the restrictive covenants set forth in the Purchase Agreement). Except as expressly granted to Assignee pursuant to this Section, Assignee shall retain all right, title and interest in and to the Intellectual Property and any derivatives thereof.

4. Indemnification. Assignor shall indemnify, defend, and hold harmless Assignee, its affiliates, and their respective officers, directors, employees, agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (a) any breach of the this Agreement by Assignor; (b) use by Assignor of any Licensed Back Intellectual Property under this Agreement; except for any claim based solely on infringement, misappropriation, or other violation of any intellectual property rights or other personal or proprietary rights of any person or entity arising out of Assignor's permitted use of the Licensed Back Intellectual Property in accordance with this Agreement.

5. Additional Rights and Obligations of the Parties. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto). Nothing contained in this Agreement shall be deemed to expand, impair, supersede, modify, limit, extend, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken

together, shall be deemed to constitute one and the same instrument. The parties hereto intend to treat as an original any document in connection with any counterpart to this Agreement or any related document that is delivered by electronic transmission, including by PDF.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan.

8. Successors and Assigns. This Agreement, and all the terms and provisions hereof, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns to the extent provided in the Purchase Agreement.

9. No Amendment. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by the parties hereto.


10. Reformation; Severability. In case any term or other provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of the parties hereto and permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Agreement and the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first written above.

**ASSIGNEE:**

ACRISURE, LLC

By:   
Lowell Singer, Executive Vice President

**ASSIGNOR:**

LINQ COMPANIES, LLC

By: \_\_\_\_\_  
Luis A. Hernandez, its Authorized Agent

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ASSIGNEE:

ACRISURE, LLC

By: \_\_\_\_\_  
Lowell Singer, Executive Vice President

ASSIGNOR:


LINQ COMPANIES, LLC

By: \_\_\_\_\_  
Luis A. Hernandez, its Authorized Agent

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A

**INTELLECTUAL PROPERTY**


Citation	Image	Application/ Registration Number	Status	Goods and Services	Owner Name
<b>Federal Results</b>					
LINQ		<b>App</b> 85793712 <b>Reg</b> 4371779	Registered	<b>INT. CL. 36</b> ADVISORY SERVICES IN THE FIELD OF EMPLOYEE BENEFITS FOR HEALTHCARE AND BUSINESS INSURANCE OFFERED TO EMPLOYEES IN ADDITION TO STANDARD BENEFITS; FINANCIAL CONSULTANCY AND INSURANCE CONSULTANCY; INSURANCE BROKERAGE SERVICES; FINANCIAL PLANNING, INVESTMENT AND RETIREMENT ADVISORY SERVICES	LINQ COMPANIES LLC
<b>State Results</b>					
LINQ RISK MANAGEMENT		<b>Reg</b> T12000001161	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC
LINQ GROUP BENEFITS		<b>Reg</b> T12000001162	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employee in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC



LINQ FINANCIAL GROUP		<b>Reg</b> T12000001163	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC
LINQ COMPANIES		<b>Reg</b> T12000001164	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC
LINQ	LINQ AND DESIGN. THE WORD LINQ APPEARS BELOW A TRIANGLE HAVING ROUNDED CORNERS AND A CIRCLE IN ITS CENTER	<b>Reg</b> T12000001165	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC

**Exhibit B**

**LICENSED BACK INTELLECTUAL PROPERTY**

Citation	Image	Application/ Registration Number	Status	Goods and Services	Owner Name
<b>Federal Results</b>					
LINQ		<b>App</b> 85793712 <b>Reg</b> 4371779	Registered	<b>INT. CL. 36</b> ADVISORY SERVICES IN THE FIELD OF EMPLOYEE BENEFITS FOR HEALTHCARE AND BUSINESS INSURANCE OFFERED TO EMPLOYEES IN ADDITION TO STANDARD BENEFITS; FINANCIAL CONSULTANCY AND INSURANCE CONSULTANCY; INSURANCE BROKERAGE SERVICES; FINANCIAL PLANNING, INVESTMENT AND RETIREMENT ADVISORY SERVICES	LINQ COMPANIES LLC
<b>State Results</b>					
LINQ FINANCIAL GROUP		<b>Reg</b> T12000001163	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC
LINQ COMPANIES		<b>Reg</b> T12000001164	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services	LINQ COMPANIES LLC

				<b>State Class(es): 36</b>	
LINQ	LINQ AND DESIGN. THE WORD LINQ APPEARS BELOW A TRIANGLE HAVING ROUNDED CORNERS AND A CIRCLE IN ITS CENTER	<b>Reg</b> T12000001165	Registered (FL)	Advisory services in the field of employee benefits for healthcare and business insurance offered to employees in addition to standard benefits; financial consultancy and insurance consultancy; insurance brokerage services; financial planning, investment and retirement advisory services <b>State Class(es): 36</b>	LINQ COMPANIES LLC