

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELATION INSURANCE SERVICES - SPECIALTY RISK, INC.		09/02/2022	Corporation: DELAWARE
RELATION INSURANCE ADMINISTRATORS, INC.		09/02/2022	Corporation: DELAWARE
RELATION INSURANCE SERVICES - EDUCATION, INC.		09/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RSC INSURANCE BROKERAGE, INC.		
Street Address:	160 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2477404	COACHES' CHOICE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	134398.00127		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	09/09/2022		

OP \$40.00 2477404

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of September 2, 2022 (as hereinafter amended, modified or supplemented, this “**Assignment**”), is entered into by and among **RSC INSURANCE BROKERAGE, INC.**, a Delaware corporation with its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“**Buyer**”); **RELATION INSURANCE SERVICES – SPECIALTY RISK, INC.**, a Delaware corporation, with its principal place of business at 1277 Treat Boulevard, Suite 400, Walnut Creek, CA 94597 (“Relation Specialty Risk”); **RELATION INSURANCE ADMINISTRATORS, INC.**, a Delaware corporation, with its principal place of business at 1277 Treat Boulevard, Suite 400, Walnut Creek, CA 94597 (“RIA”); and **RELATION INSURANCE SERVICES – EDUCATION, INC.**, a Delaware corporation, with its principal place of business at 1277 Treat Boulevard, Suite 400, Walnut Creek, CA 94597 (“Relation Education” and with each of Relation Specialty Risk and RIA, each a “Seller” and, collectively, the “Sellers”).

RECITALS

A. The parties hereto are the parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which Sellers agreed to sell, convey, assign, transfer and deliver to Buyer all of their rights, title and interests in, to and under all of the Transferred IP, as that term is defined in the Asset Purchase Agreement. This Assignment is made pursuant to, and in consideration of, the Asset Purchase Agreement.

B. Any capitalized term used but not defined herein shall have the meaning set forth in the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Copyrights. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all of their right, title and interest, in, to and under any copyrights of Sellers included in the Transferred IP, including but not limited to renewal rights therein, the right to obtain registrations of such copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer’s sole name.

2. Trademarks. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all of their right, title and interest in, to and under the trademarks of Sellers included in Transferred IP, as listed on Schedule 1 attached hereto, together with the goodwill of the business that is symbolized by such trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer’s sole name.

3. Patents. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all of their right, title and interest in, to and under any patents of Sellers included in the Transferred IP, as listed on Schedule 1 attached hereto, including but not

limited to rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Buyer's sole name.

4. Trade Secrets. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all of their right, title and interest in, to and under any trade secrets of Sellers included in the Transferred IP, including, but not limited to the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Buyer's sole name.

5. Domain Names; Telephone Numbers. To the extent saleable or assignable, Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all of their right, title and interest in and to any Website(s) and domain name(s) and telephone numbers of Sellers listed on Schedule 2 attached hereto, together with the goodwill of the business in connection with which such domain names and telephone numbers have been used or are intended to be used.

6. Other Intellectual Property. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens other than Permitted Liens, all of their right, title and interest in, to and under any other Intellectual Property of Sellers not specifically described in Sections 1 through 5 immediately above but which specifically constitute Transferred IP under the Asset Purchase Agreement.

7. Further Acts. Each of the parties hereto agrees, without further consideration, to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable in the view of the other party to consummate and make effective the assignment contemplated herein and in the Asset Purchase Agreement; including without limitation the execution of such documents, the filing of such instruments, and the taking of any such other actions as may be necessary or appropriate to vest all right, title and interest of Sellers in all of the Transferred IP in Buyer or its assignee and to consolidate, confirm and record all aspects thereof.

8. Parties in Interest, Assignment. All covenants, terms and conditions of this Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto.

9. Severability. In the event that any one or more of the provisions contained in this Assignment shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Assignment shall not be in any way impaired.

10. Governing Law. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware.

11. Subject to Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

12. Reproduction Valid as Original; Counterparts. Any photocopy, facsimile or other copy of this Assignment shall be treated for all purposes as though it were an executed original. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Signature page follows

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the day and year first above written.

BUYER:

RSC INSURANCE BROKERAGE, INC.,
a Delaware corporation

By: John Vaglica
Name: John Vaglica
Title: Chief Mergers and Acquisitions Officer

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the day and year first above written.

SELLERS:

RELATION INSURANCE SERVICES --
SPECIALTY RISK,
INC., a Delaware corporation

DocuSigned by:
By: Joseph L. Tatum, Jr.
8F828C9965F5408...
Name: Joseph L. Tatum, Jr.
Title: Chief Executive Officer

RELATION INSURANCE ADMINISTRATORS,
INC., a Delaware corporation

DocuSigned by:
By: Joseph L. Tatum, Jr.
8F828C9965F5408...
Name: Joseph L. Tatum, Jr.
Title: Chief Executive Officer

RELATION INSURANCE SERVICES --
EDUCATION, INC.,
a Delaware corporation

DocuSigned by:
By: Joseph L. Tatum, Jr.
8F828C9965F5408...
Name: Joseph L. Tatum, Jr.
Title: Chief Executive Officer

Schedule 1

Assigned US Trademark(s)

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	Coaches' Choice	75/856,390	11/23/1999	2,477,404	08/14/2001	Relation Insurance Services – Specialty Risk, Inc.

Assigned Patents

None