

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768712

<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>
Mutual Med Inc.		08/15/2022	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Centerstone Insurance and Financial Services		
<b>Street Address:</b>	12404 Park Central Drive		
<b>Internal Address:</b>	Suite 400S		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75251		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4077543	MM MUTUAL MED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-7129		
<b>Email:</b>	nytef@jonesday.com		
<b>Correspondent Name:</b>	Carrie L. Kiedrowski		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>NAME OF SUBMITTER:</b>	Carrie L. Kiedrowski		
<b>SIGNATURE:</b>	/Carrie L. Kiedrowski/		
<b>DATE SIGNED:</b>	11/18/2022		
<b>Total Attachments: 5</b>			
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**EXHIBIT D**

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Assignment") is entered into as of August 15, 2022 between Mutual Med Inc., an Iowa corporation ("Assignor"), and Centerstone Insurance and Financial Services, a California corporation ("Assignee").

**RECITALS**

A. Assignor, Assignee and certain other parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

B. Assignor is the owner of the entire right, title, and interest in, to, and under the trademark identified and set forth on Exhibit A and the goodwill associated with all of the foregoing;

C. Pursuant to terms and subject to the conditions of the Purchase Agreement, Assignor, Assignee and the other parties thereto have agreed to transfer certain assets of Assignor and its subsidiaries to Assignee. Assignor has agreed to grant, transfer, assign, convey and deliver to Assignee all of Assignor's rights, including common law rights and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future violation of any of the foregoing to the trademark set forth on Exhibit A and the goodwill associated therewith and symbolized whereby and all registrations, renewals and extensions thereof (collectively, the "Assigned Trademark");

D. Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by, among other things, the execution and delivery of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby agree as follows:

**AGREEMENT**

1. Assignor hereby irrevocably grants, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademark, including any and all rights and actions for past infringement or misappropriation, royalties, fees, income, payments or other proceeds and any other rights, held or enjoyed by Assignor, its successors or assigns that have accrued in connection with the Assigned Trademark.

2. Assignor hereby authorizes and requests that the Commissioner for Trademarks in the United States Patent and Trademark Office and any other similar government authority to record and register this Assignment and record Assignee as owner of the Assigned Trademark with such recordations to be handled by Assignor. Assignor shall take such steps and actions, execute and deliver such further instruments and provide such cooperation and assistance to Assignee, as Assignee may reasonably deem necessary to further effect, evidence or perfect this Assignment.

Assignee will reimburse Assignor for its reasonable and documented out-of-pocket costs, if any, associated with all actions, document preparation and services associated with implementing this Paragraph 2.

3. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

4. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or “.pdf” copy of any such signed counterpart shall be treated and shall have the same force and effect as an originally signed counterpart.

6. This Assignment shall be construed in accordance with and governed by the Laws of the State of Texas applicable to agreements made and to be performed wholly within that jurisdiction without regard to the principles of conflict of laws thereof.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, Assignee has caused its duly authorized representative to execute this Assignment effective as of the day and year first above written.

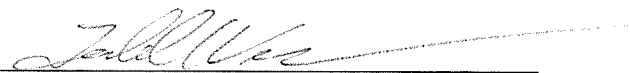
**CENTERSTONE INSURANCE AND  
FINANCIAL SERVICES, INC.**

DocuSigned by:  
By: T. Scott Kirksey  
Name: T. Scott Kirksey  
Title: Chief Executive Officer

[BUYER SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

**IN WITNESS WHEREOF**, Assignor has caused its duly authorized representative to execute this Assignment effective as of the day and year first above written.


**Mutual Med Inc.**

By:   
Name: Todd C. Vershaw  
Title: Chief Executive Officer and President

**EXHIBIT A**

**TRADEMARK**

Assigned Trademarks

COUNTRY	MARK	REG. NO	REG. DATE
United States	 The logo features the letters 'MIM' in a bold, sans-serif font. The 'M' is partially enclosed by a circular graphic element. Below 'MIM', the words 'Mutual Med' are written in a smaller, italicized sans-serif font.	4077543	12/27/2011