

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly Klee, Inc.		10/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundation Risk Partners, Corp.		
Street Address:	1540 Cornerstone Blvd., Suite 230		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4703550	KELLY KLEE	
CORRESPONDENCE DATA			
Fax Number:	4074815801		
<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:	14074815813		
Email:	lmilvain@latham luna.com		
Correspondent Name:	Lori T. Milvain		
Address Line 1:	201 S. Orange Ave., Suite 1400		
Address Line 4:	Orlando, FLORIDA 32827		
NAME OF SUBMITTER:	Lori T. Milvain		
SIGNATURE:	/ltm/		
DATE SIGNED:	12/28/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) effective October 1, 2022 (“Effective Date”), is by and between Kelly Klee, Inc., a Delaware corporation (“Assignor”), and Foundation Risk Partners, Corp., a Delaware corporation (“Assignee”). Collectively, Assignor and Assignee are referred to herein as “the Parties.”

WHEREAS, Assignor owns the trademarks described on Schedule A attached hereto (the “Trademarks”); and

WHEREAS, Assignee now desires to acquire all right, title and interest in and to the Trademarks;

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

1. Assignor hereby irrevocably sells, assigns, transfers, and delivers, and Assignee accepts, all worldwide right, title and interest in and to the Trademarks, including all common law, statutory and other rights, together with the goodwill of the business symbolized thereby, and all registrations and applications therefor, throughout the world, to: (i) the Trademarks, including the goodwill associated with the Trademarks, and all registrations and applications therefor, together with (ii) all extensions and renewals of the foregoing; (iii) all rights to create and use new trademarks that incorporate or are derived from the Trademarks; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill associated with the use of, appurtenant to, and symbolized by the foregoing; (vi) all claims and defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution, misappropriation, misuse, or other violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this Assignment not been made. The Trademarks shall be in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing.

2. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Trademarks herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademarks. To the Assignor's best knowledge, there are no parties who are using any Trademark, own registrations or pending applications for registration of any Trademark and there are no pending cases before the court or national authorities, which may adversely affect any Trademark.

3. Assignor hereby authorizes and requests competent authorities, including, without limitation, the United States Patent and Trademark Office, any non-US governmental trademark office, and any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to record and issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Trademark Assignment Agreement.

4. Assignor hereby covenants and agrees that it will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignor will communicate to Assignee all facts known to it relating to the Trademarks and any registrations therefor, do all acts necessary to assist Assignee to maintain and enforce the Trademarks, and to perform such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

5. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all actions and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

6. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its recordation. Each Party hereto shall fully cooperate with the other with regard to such recordation or approval that may be required in connection with the implementation of any portion of this Assignment.

7. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.

8. Any amendments, modifications, alterations or supplements to this Assignment shall be made in writing to be legally effective.

9. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. The persons signing below on behalf of Assignor and Assignee, respectively, have the requisite power and authority to execute and deliver this Trademark Assignment Agreement.

11. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the Parties in the courts of Delaware.


12. This Agreement may be executed in the original or in one or more counterparts and may be executed in electronic format (including by DocuSign or any other electronic signature (e-signature) or software signature (s-signature) format and platform), each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Signature pages exchanged by “.pdf” or other electronic document format or means shall be fully binding.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

KELLY KLEE, INC.

By: 
Name: Jonathan Patrick Kelly
Title: Chief Executive Officer

ASSIGNEE:

FOUNDATION RISK PARTNERS, CORP.
a Delaware corporation

By: _____
Name: Charles H. Lydecker
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

KELLY KLEE, INC.

By: _____
Name: Jonathan Patrick Kelly
Title: Chief Executive Officer

ASSIGNEE:

FOUNDATION RISK PARTNERS, CORP.
a Delaware corporation

By: Charles H. Lydecker
Name: Charles H. Lydecker
Title: Chief Executive Officer

SCHEDULE A

Trademark(s)

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
KELLY KLEE	86- 356114 FILED 8-4-2014	4703550	Mar. 17, 2015