OP \$90.00 4357749

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM787851

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Argo Group International Holdings, Ltd.		01/18/2023	Limited Company (LTD): BERMUDA

RECEIVING PARTY DATA

Name:	Argo Group US Inc.	
Street Address:	711 Broadway, Suite 400	
City:	San Antonio	
State/Country:	untry: TEXAS	
Postal Code:	al Code: 78215	
Entity Type:	ty Type: Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

	Property Type	Number	Word Mark
	Registration Number:	4357749	ARGO PRO
	Registration Number:	3695028	ARGO PRO MEMBER ARGO GROUP
İ	Registration Number:	3638180	ARGO SURETY MEMBER ARGO GROUP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2026637271

Email: thomas.brooke@hklaw.com

Correspondent Name: Thomas W. Brooke

Address Line 1: 800 17th Street N.W., Suite 1100 Address Line 4: Washington DC, D.C. 20006

NAME OF SUBMITTER:	Thomas W. Brooke	
SIGNATURE:	/thomasbrooke/	
DATE SIGNED:	02/17/2023	

Total Attachments: 3

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> TRADEMARK REEL: 007975 FRAME: 0552

Trademark Assignment

This Trademark Assignment (this "Assignment") is entered into effective as of January 18, 2023, by and among Argo Group International Holdings, Ltd., a Bermuda limited company ("Argo Holdings"), ("Assignor"), and Argo Group US Inc., a Delaware corporation (the "Assignee"). The Assignor and the Assignee are collectively referred to as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of January 18, 2023, by and among the Assignor and the Assignee.

WHEREAS, pursuant to the Purchase Agreement, the Assignor is selling to the Assignee, and the Assignee is purchasing from the Assignor, the Purchased Assets, including Assignor's Trademarks and associated U.S. Trademark Applications, namely:

trademark registration, ARGO PRO, Reg. No. 4357749;

trademark registration, ARGO PRO MEMBER ARGO GROUP (stylized and/or with design), Reg. No. 3695028;

trademark registration, ARGO SURETY MEMBER ARGO GROUP (stylized and/or with design), Reg. No. 3638180

WHEREAS, the Assignor owns the trademarks as of the Closing Date and, in connection with the Purchase Agreement, the Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereto agree as follows:

- 1. <u>Definitions</u>. Capitalized terms have the meaning assigned to them in the Purchase Agreement unless they are defined in this Assignment.
 - 1.1 "Enforcement and Recovery Rights" means the right to sue and recover for past, current or future infringements, misappropriations or violations of an intellectual property right, including recovery of royalties, fees, income and other payments and proceeds (whether such fees, income, payments, or proceeds are due or accrue before or after the Closing Date).
- Assignment of Acquired Intellectual Property. In partial consideration of and subject to the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor's right, title, and interest in and to: (a) the three above-listed trademarks; and (b) all Enforcement and Recovery Rights associated with the three above-listed trademarks; (c) and the goodwill of the business symbolized by the three above-listed trademarks. The same, to be held and enjoyed by the Assignee, its

TRADEMARK REEL: 007975 FRAME: 0553 successors, assigns and other legal representatives.

- 3. <u>Cooperation</u>; <u>Further Assistance</u>. Assignor shall assist Assignee, at Assignee's reasonable cost and expense (upon submission of supporting documentation), to the extent necessary to transfer title in and to the trademarks or to enforce its rights in the trademarks. Assignor agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as Assignee may request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.
- 4. Purchase Agreement. This Agreement is being executed in connection with, and is subject to all rights, remedies, representations, warranties, covenants, obligations and agreements set forth in the Purchase Agreement. Nothing in this Agreement shall be construed to supersede, amend or modify any provision of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement. If any provision of this Agreement conflicts with or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.
- Electronic Signatures. Each Party agrees that any electronic signatures, whether digital or encrypted, of the Parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record.
- 6. <u>Miscellaneous.</u> The Miscellaneous provisions set forth in Article VII of the Purchase Agreement are hereby incorporated by reference herein.

TRADEMARK REEL: 007975 FRAME: 0554 IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Closing Date.

Argo Group International Holdings, Ltd

By: _____

Name: Scott Kirk

Title: Chief Financial Officer

Argd Group US, Inc.

Name: Austin King

Title: Secretary

TRADEMARK REEL: 007975 FRAME: 0555

RECORDED: 02/17/2023