

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CM & F Group, Inc.		10/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Specialty Program Group LLC		
Street Address:	150 North Riverside Plaza		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2787927	CM&F GROUP, INC.	
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:	colleen.brennan@bakermckenzie.com		
Correspondent Name:	Rebecca Lederhouse		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Rebecca Lederhouse		
SIGNATURE:	/rebecca lederhouse/		
DATE SIGNED:	03/16/2023		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), is entered into and made effective as of October 1, 2021, by and between Specialty Program Group LLC, a Delaware limited liability company (the “Assignee”), and CM & F Group, Inc., a New York corporation (the “Assignor”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignee, the Assignor, Calvin Sullivan, an individual resident of the State of New York (“Calvin”), Richard Sullivan, III, an individual resident of the State of New York (“Richard”), William Sullivan, an individual resident of the State of Florida (“William”, and, together with Calvin and Richard, the “Individual Shareholders”), the Gail Sullivan Trust, for the benefit of Calvin Sullivan, dated as of December 14, 2020 (the “Gail-Calvin Trust”), the Gail Sullivan Trust, for the benefit of Richard Sullivan, III, dated as of December 14, 2020 (the “Gail-Richard Trust”), the Gail Sullivan Trust, for the benefit of William Sullivan, dated as of December 14, 2020 (the “Gail-William Trust”), the Richard Sullivan Trust, for the benefit of Calvin Sullivan, dated as of December 14, 2020 (the “Richard-Calvin Trust”), the Richard Sullivan Trust, for the benefit of Richard Sullivan, III, dated as of December 14, 2020 (the “Richard-Richard Trust”), the Richard Sullivan Trust, for the benefit of William Sullivan, dated as of December 14, 2020 (the “Richard-William Trust”, and, together with the Gail-Calvin Trust, the Gail-Richard Trust, the Gail-William Trust, the Richard-Calvin Trust, the Richard-Richard Trust, and the Richard-William Trust, the “Trusts” and, together with the Individual Shareholders, the “Shareholders”), and [●], not individually but in the capacity of the Seller Parties Representative (as defined therein), the Assignor has agreed to sell, assign, transfer, convey, and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Intellectual Property Rights used in, held for use in or relating to the conduct or operation of the Business (the “Assigned Intellectual Property Rights”), including, without limitation, (i) all rights of the Assignor to the Internet domain names set forth on Schedule A hereto (collectively, the “Domain Names”) and (ii) all rights of the Assignor to the trademarks, tradenames, service marks, and registrations set forth on Schedule B hereto (collectively, the “Trademarks”), and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title, and interest of the Assignor in and to the Domain Names, the Trademarks and the other Assigned Intellectual Property Rights, and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable

consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title, and interest of the Assignor in and to all Assigned Intellectual Property Rights, including, without limitation, all rights of the Assignor to the Domain Names and Trademarks, in each case, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Assigned Intellectual Property Rights. The Assignee is to hold all right, title, and interest in and to the Domain Names, Trademarks and other Assigned Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to take such action as may be required to cause the Assignee to be recorded as the assignee or transferee of the Trademarks, if any, and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may reasonably be requested and required to cause the Assignee to be recorded as the assignee, registrant or transferee of the Domain Names and Trademarks.

3. Other Deliverables. The Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may reasonably request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of Domain Names, Trademarks and other Assigned Intellectual Property Rights.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Illinois.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf", or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

SPECIALTY PROGRAM GROUP LLC

By: Matthew E. Pinkham
Name: Matthew E. Pinkham
Title: Vice President

ASSIGNOR:

CM & F GROUP, INC.

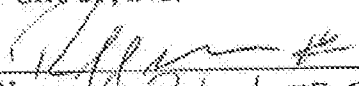
By: _____
Name:
Title:

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE: SPECIALTY PROGRAM GROUP LLC

By: _____
Name: Matthew E. Pinkham
Title: Vice President

ASSIGNOR: CM & F GROUP, INC.

By: 
Name: Richard JJ Sullivan
Title: CEO

Signature Page to Assignment of Intellectual Property

SCHEDULE A

DOMAIN NAMES

1. aapainurance.com
2. aapanewtopractice.com
3. acupointguard.com
4. acupuncturesave.com
5. cmf-aapmininsurance.com
6. cmfbrokeraccess.com
7. cmfbrokers.com
8. cmfgroup.co
9. cmfgroup.com
10. cmfgroup.net
11. cmfgroup.org
12. cmfhydroguard.com
13. cmfmeddirectorguard.com
14. cmfneuroguard.com
15. cmf-ptguard.com
16. cmfptsave.com
17. cmfquotes.com
18. covermyclinic.com
19. covermycompanynow.com
20. cyberproguard.com
21. cyberproguard.net
22. freepastudentpolicy.com
23. insuremycompanynow.com
24. mycmfaccount.com
25. mycmfrenewal.com
26. myfirstpolicy.com
27. needleshield.com
28. npsave.com
29. npsecure.com
30. nptexas.com
31. nurseguard.com
32. nurseguardplus.com
33. nurseguardyearone.com
34. nurseprepare.com
35. omsguard.com
36. paassetguard.com
37. panewgraduate.com
38. pa-protect.com
39. pavalue.com
40. postpartumcareprovider.com
41. practitionerecare.com
42. ptgroupguard.com

- 43. ptguardinsurance.com
- 44. rescue4nps.com
- 45. rescue4nurses.com
- 46. rescue4pas.com

SCHEDULE B

TRADEMARKS AND TRADENAMES

Registered Trademarks & Names:

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	<u>87263020</u>	<u>5394220</u>	<u>RESCUE FOR NURSES</u>	<u>TSDR</u>	<u>LIVE</u>
2	<u>87263011</u>	<u>5394219</u>	<u>RESCUE FOR NURSES</u>	<u>TSDR</u>	<u>LIVE</u>
3	<u>85147310</u>	<u>4005244</u>	<u>PA PROTECT</u>	<u>TSDR</u>	<u>LIVE</u>
4	<u>85147301</u>	<u>4005243</u>	<u>NP SECURE</u>	<u>TSDR</u>	<u>LIVE</u>
5	<u>76207465</u>	<u>2787927</u>	<u>CM&F GROUP, INC.</u>	<u>TSDR</u>	<u>LIVE</u>

Unregistered Trademarks and Names:

