

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795005

<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>
Brokers' Service Marketing Group II LLC		12/15/2021	Limited Liability Company: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Specialty Program Group LLC		
<b>Street Address:</b>	150 North Riverside Plaza		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87907640	RISK DIFFERENTIATION UNDERWRITING	
<b>Serial Number:</b>	87907634	RDU	
<b>Serial Number:</b>	87547359	RISK DIFFERENTIATION UNDERWRITING	
<b>Serial Number:</b>	87379020	BSMG BROKERS' SERVICE MARKETING GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	colleen.brennan@bakermckenzie.com		
<b>Correspondent Name:</b>	Rebecca Lederhouse		
<b>Address Line 1:</b>	300 East Randolph Street, Suite 5000		
<b>Address Line 2:</b>	Baker & McKenzie LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Rebecca Lederhouse		
<b>SIGNATURE:</b>	/rebecca lederhouse/		
<b>DATE SIGNED:</b>	03/16/2023		
<b>Total Attachments: 6</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of December 15, 2021, by and between Specialty Program Group LLC, a Delaware limited liability company (the "Assignee"), and Brokers' Service Marketing Group II LLC, a Rhode Island limited liability company (the "Assignor").

**WHEREAS**, pursuant to that certain Asset Purchase and Contribution Agreement, dated as of December 15, 2021 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"), by and among the Assignee, the Assignor and Jason Lea, an individual resident of the State of Rhode Island, 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, or 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 the Assignor and the Assignee have 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**, for the consideration of 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 the 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, the Trademarks and the 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 Domain Names and 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. 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.

4. 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.

5. 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.

6. 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.

7. 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:

BROKERS' SERVICE MARKETING GROUP II  
LLC

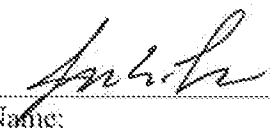
By: \_\_\_\_\_  
Name:  
Title:

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: BROKERS' SERVICE MARKETING GROUP II  
LLC

By:  \_\_\_\_\_  
Name:  
Title:

*Signature Page to Assignment of Intellectual Property*

**SCHEDULE A**  
**DOMAIN NAMES**

www.bsmg.net

**SCHEDULE B**

**TRADEMARKS AND TRADENAMES**

1. That certain trademark, serial number 87907640.
2. That certain trademark, serial number 87907634.
3. That certain trademark, serial number 87547359.
4. ~~That certain trademark, serial number 87379038.~~
5. That certain trademark, serial number 87379020.