

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIN Insurance Holdings, LLC		03/11/2022	Limited Liability Company: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2364402	TECHINSURANCE	
Registration Number:	5327398	BUSINESS INSURANCE NOW	
Registration Number:	5921347	INSUREON SOLUTIONS	
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: 17			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), is entered into and made effective as of March 11, 2022, by and among Specialty Program Group, LLC, a Delaware limited liability company (the “Assignee”), and the Persons set forth on the signature pages hereto under the heading “Assignors” (collectively, the “Assignors”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 24, 2022 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignee and the Assignors, the Assignors have agreed to sell, assign, transfer, convey, and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignors, all of each Assignor’s right, title, and interest in, to, and under the Intellectual Property owned by the Assignor, including, without limitation, (a) all rights of the Assignors to the Internet domain names set forth on Schedule A hereto (collectively, the “Domain Names”); (b) all rights of the Assignors to the trademarks, tradenames, service marks, and registrations set forth on Schedule B hereto (collectively, the “Trademarks”); and (c) all rights in any software in source or object code form, including configurations, interfaces, modifications, and other customizations thereto (“Proprietary Software”), if any, set forth on Schedule C and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignors are hereby effecting such transfer and assignment of all right, title, and interest of the Assignors in and to the Intellectual Property, which includes the Domain Names the Trademarks and the goodwill associated with and symbolized by the Trademarks;

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 of which are hereby acknowledged, the Assignee and the Assignors hereby agree as follows:

1. Assignment. The Assignors hereby irrevocably convey, transfer and assign to the Assignee all right, title, and interest of the Assignors in and to the Intellectual Property owned by the Assignor, including, without limitation, all rights of the Assignors to the Proprietary Software, if any, the Domain Names, the Trademarks, together with all goodwill associated with the Trademarks, and all rights of the Assignors to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of any rights associated with the Intellectual Property. The Assignee is to hold all right, title, and interest in and to the Intellectual Property, the Proprietary Software (if any), the Domain Names, and the Trademarks as fully and exclusively as they would have been held and enjoyed by the Assignors had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignors authorize and request the Assignee to take such action as may be required to cause the Assignee to be recorded as the assignee or transferee of the Proprietary Software (if any), the Domain Names, and the Trademarks, and shall, promptly upon presentation to the Assignors 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 Proprietary Software (if any), the Domain Names, and the Trademarks.

3. Other Deliverables. The Assignors agree to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things which the Assignee may reasonably request and relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Intellectual Property, the Proprietary Software (if any), the Domain Names, and the Trademarks.

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 “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

ASSIGNORS:

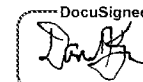
INSUREON COLORADO, LLC

By: 
Name: Daniel Kazan
Title: Chief Executive Officer

BIN INSURANCE HOLDINGS, LLC

By: 
Name: Daniel Kazan
Title: Chief Executive Officer

INSURANCENOODLE, LLC

By: 
Name: Daniel Kazan
Title: Chief Executive Officer

BIN IP HOLDINGS, LLC

By: 
Name: Daniel Kazan
Title: Chief Executive Officer

INSUREON HOLDINGS, LLC

By: 
Name: Daniel Kazan
Title: Chief Executive Officer

SCHEDULE A
DOMAIN NAMES

Internet Domain Name	Expiration Date
77-X.COM	9/20/2023
91-X.COM	9/20/2023
ACCOUNTANTPROTECT.COM	2/20/2022
ALLIEDHEALTHPROTECT.COM	9/28/2022
ARCHITECTINSURANCE.COM	2/13/2023
BEAUTYPARLORINSURANCE.COM	1/11/2023
BINAGENT.COM	7/14/2022
BININSURANCE.COM	7/21/2022
BINLLC.COM	11/2/2022
BINTHEBULLDOG.COM	12/15/2023
BIZNERCISE.COM	10/20/2022
BUISSNESSINSURANCENOW.COM	2/25/2023
BUSINESINSURANCENOW.COM	2/25/2023
BUSINESSINSRUANCENOW.COM	2/25/2023
BUSINESSINSURANCEADVICE.COM	2/4/2022
BUSINESSINSURANCECONNECT.COM	10/31/2022
BUSINESSINSURANCEEXPLAINED.COM	6/6/2022
BUSINESSINSURANCEFORDUMMIES.COM	6/6/2022
BUSINESSINSURANCEMATCH.COM	9/20/2023
BUSINESSINSURANCENOW.BIZ	4/11/2022
BUSINESSINSURANCENOW.CA	2/25/2023
BUSINESSINSURANCENOW.CC	8/3/2022

BUSINESSINSURANCENOW.CO	8/3/2022
BUSINESSINSURANCENOW.COM	10/22/2022
BUSINESSINSURANCENOW.ME	8/3/2022
BUSINESSINSURANCENOW.MOBI	8/3/2022
BUSINESSINSURANCENOW.NET	4/12/2022
BUSINESSINSURANCENOW.ORG	7/8/2022
BUSINESSINSURANCENOW.TV	8/3/2022
BUSINESSINSURANCENOW.US	4/11/2022
BUSINESSINSURANCENOW.WS	8/3/2022
BUSINESSINSURANCERESEARCH.COM	9/20/2023
BUSINS.COM	6/7/2022
CAFEPROTECT.COM	9/28/2022
callingallsmalls.com	3/15/2022
CHIROPRACTORBUSINESSINSURANCE.COM	9/9/2022
CHIROPRACTORINSURANCENOW.COM	9/9/2022
commercialonequote.com	9/13/2023
CONSULTANTPROTECT.COM	2/20/2022
CONTRACTORINSURANCETODAY.COM	2/20/2022
CONTRACTORPROTECTNOW.COM	2/20/2022
COVERMYGUN.COM	3/13/2023
DENTISTBUSINESSINSURANCE.COM	9/9/2022
DENTISTSPROFESSIONAL.BIZ	10/3/2023
DENTISTSPROFESSIONAL.INFO	10/4/2023
DENTISTSPROFESSIONAL.MOBI	10/4/2023
DENTISTSPROFESSIONAL.NET	10/4/2023

DENTISTSPROFESSIONAL.ORG	10/4/2023
email-insurancenoodle.com	3/1/2022
email-insureon.com	8/29/2026
email-insureonsolutions.com	10/23/2022
email-kraftlakebrokerage.com	2/17/2022
email-techinsurance.com	2/17/2022
ENGINEERINSURANCE.CO	2/17/2023
EPRISK.COM	11/1/2022
EXECUTIVEANDPROFESSIONALRISK.COM	11/2/2022
FOODTRUCKPROTECT.COM	9/28/2022
FRANCHISEPAK.COM	2/6/2023
GETBETTERINSURANCENOW.COM	10/13/2022
GETBIN.BIZ	10/12/2023
GETBIN.COM	3/9/2022
GETBIN.INFO	10/13/2023
GETBIN.MOBI	10/13/2023
GETBIN.NET	10/13/2023
GETBIN.ORG	10/13/2023
GETBIN.US	10/12/2023
goodhandscommercial.com	9/6/2022
GOTBIN.COM	9/16/2022
GRAPHICDESIGNINSURANCE.COM	1/11/2023
GROWAMERICASB.COM	12/5/2022
HOMECOVERAGER.COM	3/26/2022
hubinsuranceagencies.com	6/11/2023

INSURANCEFOROPTOMETRISTS.COM	9/9/2022
INSURANCENOODLE.BIZ	11/25/2022
INSURANCENOODLE.COM	1/12/2022
INSURANCENOODLE.NET	1/12/2022
insuregrowth.com	1/30/2023
insureon-email.com	8/29/2026
insureon-local.com	10/19/2025
INSUREON.BIZ	2/6/2022
INSUREON.CO	2/6/2022
INSUREON.COM	3/25/2023
INSUREON.INFO	2/7/2022
INSUREON.ME	2/7/2022
INSUREON.MOBI	2/7/2022
INSUREON.NET	2/7/2023
INSUREON.ORG	2/7/2022
INSUREON.TV	7/30/2022
INSUREON.US	2/6/2022
INSUREON1.COM	9/23/2022
INSUREON1.US	9/22/2022
INSUREON10.COM	5/7/2024
INSUREON11.COM	5/7/2024
INSUREON12.COM	5/7/2024
INSUREON13.COM	5/7/2024
INSUREON14.COM	5/7/2024
INSUREON15.COM	5/7/2024

INSUREON16.COM	5/7/2024
INSUREON17.COM	5/7/2024
INSUREON18.COM	5/7/2024
INSUREON19.COM	5/7/2024
INSUREON2.COM	9/23/2022
INSUREON2.US	9/22/2022
INSUREON20.COM	5/7/2024
INSUREON21.COM	5/7/2024
INSUREON22.COM	5/7/2024
INSUREON23.COM	5/7/2024
INSUREON24.COM	5/7/2024
INSUREON25.COM	5/7/2024
INSUREON26.COM	5/7/2024
INSUREON27.COM	5/7/2024
INSUREON28.COM	5/7/2024
INSUREON29.COM	5/7/2024
INSUREON3.COM	10/11/2022
INSUREON30.COM	5/7/2024
INSUREON31.COM	1/28/2025
INSUREON32.COM	1/28/2025
INSUREON33.COM	1/28/2025
INSUREON34.COM	1/28/2025
INSUREON35.COM	1/28/2025
INSUREON36.COM	1/28/2025
INSUREON37.COM	1/28/2025

INSUREON38.COM	1/28/2025
INSUREON39.COM	1/28/2025
INSUREON4.COM	10/11/2022
INSUREON40.COM	1/28/2025
INSUREON41.COM	1/28/2025
INSUREON42.COM	1/28/2025
INSUREON43.COM	1/28/2025
INSUREON44.COM	1/28/2025
INSUREON45.COM	1/28/2025
INSUREON46.COM	1/28/2025
INSUREON47.COM	1/28/2025
INSUREON48.COM	1/28/2025
INSUREON49.COM	1/28/2025
INSUREON5.COM	10/11/2022
INSUREON50.COM	1/28/2025
INSUREON51.COM	1/28/2025
INSUREON52.COM	1/28/2025
INSUREON53.COM	1/28/2025
INSUREON54.COM	1/28/2025
INSUREON55.COM	1/28/2025
INSUREON6.COM	5/7/2024
INSUREON7.COM	5/7/2024
INSUREON8.COM	5/7/2024
INSUREON9.COM	5/7/2024
INSUREONBROKERAGE.COM	12/22/2022

INSUREONC.BIZ	6/25/2022
INSUREONC.CO	6/25/2022
INSUREONC.COM	6/26/2022
INSUREONC.INFO	6/26/2022
INSUREONC.ME	6/26/2022
INSUREONC.NET	6/26/2022
INSUREONC.ORG	6/26/2022
INSUREONC.US	6/25/2022
insureonconstant.com	6/15/2031
INSUREONPROTECTOR.COM	3/13/2023
insureonsolutions.com	2/27/2023
insureonsolutions.us	2/26/2022
INSUREONX.BIZ	6/25/2022
INSUREONX.CO	6/25/2022
INSUREONX.COM	6/26/2022
INSUREONX.INFO	6/26/2022
INSUREONX.ME	6/26/2022
INSUREONX.NET	6/26/2022
INSUREONX.ORG	6/26/2022
INSUREONX.US	6/25/2022
INSURION.COM	10/15/2023
INTERIORDESIGNINSURANCE.COM	1/11/2023
INVESTINGINGROWTH.COM	11/27/2022
JANITORPROTECT.COM	2/20/2022
JUSTBUSINESSINSURANCE.BIZ	3/28/2023

JUSTBUSINESSINSURANCE.CO	3/28/2023
JUSTBUSINESSINSURANCE.COM	3/29/2023
JUSTBUSINESSINSURANCE.INFO	3/29/2022
JUSTBUSINESSINSURANCE.MOBI	3/29/2022
JUSTBUSINESSINSURANCE.NET	3/29/2023
JUSTBUSINESSINSURANCE.ORG	3/29/2023
JUSTBUSINESSINSURANCE.US	3/28/2023
KRAFTLAKEBROKERAGE.COM	2/6/2023
MGMTCONSULTANTINSURANCE.COM	1/11/2023
MITECHINSURANCE.COM	7/7/2022
MYTECHINSURANCE.COM	11/28/2022
NAICSFINDER.COM	9/23/2022
NAICSSEARCH.COM	9/23/2022
NCTECHINSURANCE.COM	9/17/2022
NONPROFITPROTECT.COM	2/20/2022
NOODLEASP.COM	2/1/2023
NOODLEENGINE.COM	2/1/2023
NOODLEINSURANCE.COM	6/28/2022
NOODLEINSURE.COM	6/28/2022
NOODLENETWORK.BIZ	11/25/2022
NOODLESPECIALTY.COM	2/10/2023
onecommercialinsurance.com	9/10/2023
OPHTHALMOLOGISTINSURANCE.COM	10/20/2022
OPTOMETRISTBUSINESSINSURANCE.COM	9/9/2022
OPTOMETRISTINSURANCENOW.COM	9/9/2022

PEINSURE.COM	10/20/2022
PEINSURE.NET	10/20/2022
PEINSURE.ORG	10/20/2022
PISTOLPROTECT.COM	3/13/2023
QUICKENBUSINESSINSURANCE.COM	10/19/2022
REALESTATEAGENTINSURANCE.COM	10/7/2023
RESTAURANTSPROTECT.COM	11/28/2022
SMALLBUSINESSHEROES.COM	2/15/2023
TAXPREPAREREXPRESS.COM	11/20/2022
TECHBENEFITS.COM	3/31/2022
TECHFINANCIAL.COM	4/7/2024
TECHINSURANCE.BIZ	3/21/2023
TECHINSURANCE.CC	8/3/2022
TECHINSURANCE.CO	8/2/2022
TECHINSURANCE.COM	3/25/2023
TECHINSURANCE.INFO	5/24/2022
TECHINSURANCE.ME	8/3/2022
TECHINSURANCE.MOBI	8/3/2022
TECHINSURANCE.ORG	10/2/2023
TECHINSURANCE.US	8/2/2022
TECHINSURANCE.WS	8/3/2022
TECHINSURE.BIZ	9/2/2022
TECHINSURE.CO	9/2/2022
TECHINSURE.INFO	9/3/2022
TECHINSURE.ME	9/3/2022

TECHINSURE.MOBI	9/3/2022
TECHINSURE.TV	9/3/2022
TECHINSURE.US	9/2/2022
TECHINSURE.WS	9/3/2022
WEDDINGCONSULTANTINSURANCE.COM	1/11/2023
WHYBUSINESSINSURANCE.COM	9/20/2023
X-91.COM	9/20/2023
TECHINSURANCEDEV.COM	12/14/2026

SCHEDULE B**TRADEMARKS AND TRADENAMES****Trademarks**

Mark	Jurisdiction	Filing Date	Application Number	Registration Date	Registration Number	Owner
INSURANCENOODLE	U.S.	August 8, 2000	76105985	July 17, 2001	2,469,821	Insurance Noodle
INSUREON	U.S.	October 23, 2008	77598714	May 15, 2012	4,142,949	BIN Insurance Holdings, LLC
TECHINSURANCE	U.S.	June 25, 1999	75736780	July 4, 2000	2,364,402	BIN Insurance Holdings, LLC
SMALL BUSINESS HEROES	U.S.	March 11, 2013	85872836	November 26, 2013	4,439,197	BIN Insurance Holdings, LLC
BUSINESS INSURANCENOW	U.S.	March 20, 2017	87377400	November 7, 2017	5327398	BIN Insurance Holdings, LLC
INSUREON SOLUTIONS	U.S.	March 20, 2017	87/377,432	November 26, 2019	5921347	BIN Insurance Holdings, LLC
BUSINESS INSURANCE NOW	Wisconsin	September 29, 2010	N/A	September 29, 2010	20105100556	BIN Insurance Holdings, LLC

Tradenames

Tradename	Jurisdiction	Filing Date	Application Number	Registration Date	Registration Number	Owner
BIN INSURANCE NOW	Louisiana	September 21, 2010	62-5333	September 21, 2010	62-5333	BIN Insurance Holdings, LLC
BUSINESS INSURANCE NOW	Louisiana	September 23, 2010	62-5356	September 23, 2010	62-5356	BIN Insurance Holdings, LLC
INSUREON	Louisiana	September 24, 2012	63-8512	September 24, 2012	63-8512	BIN Insurance Holdings, LLC
INSUREON	Nebraska	June 29, 2012	10163754	June 29, 2012	10163754	BIN Insurance Holdings, LLC
BUSINESS INSURANCE NOW	Wyoming	July 30, 2010	2010- 000587849	July 30, 2010	2010-000587849	BIN Insurance Holdings, LLC
INSUREON	Wyoming	July 3, 2012	2012- 000625193	July 3, 2012	2012-000625193	BIN Insurance Holdings, LLC

SCHEDULE C

SOFTWARE

Software

Name	Description
CX - Customer Experience	Elements contained in the bitbucket repository
DNN - DotNetNuke	Elements contained in the SVN repository