## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM795009

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hanson & Paul, Inc. d/b/a Paul Hanson Partners		06/01/2017	Corporation: CALIFORNIA

#### **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: 2**

Property Type	Number	Word Mark
Registration Number:	5071305	MOVER'S CHOICE
Registration Number:	5144287	BIZCHOICE

#### **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.

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: 7**

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### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>"), is entered into and made effective as of June 1, 2017, by and between Specialty Program Group LLC, a Delaware limited liability company (the "<u>Assignee</u>"), and Hanson & Paul, Inc. d/b/a Paul Hanson Partners, a California corporation (the "<u>Assignor</u>").

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, and the other parties signatory thereto, 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 owned by the Assignor, including, without limitation, (a) all rights of the Assignor to the Internet domain names set forth on Schedule A hereto (collectively, the "Domain Names") and (b) all rights of the Assignor to the trademarks, service marks, and registrations therefor 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 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. <u>Assignment</u>. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title, and interest of the Assignor in and to all Intellectual Property Rights owned by the Assignor, 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 Intellectual Property Rights. The Assignee is to hold all right, title, and interest in and to the Domain Names, Trademarks and other Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this <u>Section 1</u> not been made.
- 2. <u>Recording and Further Actions</u>. 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 Trademarks, and shall, promptly upon

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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 or transferee of the Domain Names and Trademarks.

- 3. Other Deliverables. Following the Closing, 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 the Domain Names, Trademarks and other Intellectual Property Rights.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of California, 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 California.
- 5. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Headings</u>. 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]

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ASSIGNEE:

SPECIALTY PROGRAM GROUP LLC

By:

Name: Jason Romick

Title: Vice President

HANSON & PAUL, INC. D/B/A PAUL HANSON

PARTNERS

By:

Name: Lisa R. Paul

Title: President

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Intellectual

Property to be duly executed and delivered by its authorized representative as of the date first

above written.

above written.

ASSIGNEE:

SPECIALTY PROGRAM GROUP LLC

By:

Name: Jason Romick
Title: Vice President

HANSON & PAUL, INC. D/B/A PAUL HANSON

By:

Property to be duly executed and delivered by its authorized representative as of the date first

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Intellectual

PARTNERS \_

Name: Lisa R. Paul
Title: President

# **SCHEDULE A**

# **DOMAIN NAMES**

See attached.

# Attachment to Schedule 2.1(i)

<u>Domain</u>	Exp Date	Registrar	Developer	Description
bizchoicequote.com	9/27/2017	IDP/godaddy	IDP	Ouote Microsite landing page w/ contact form. New template, Responsive
bizchoice.co.uk	5/23/2017	IDP/godaddy		domain only not in use
bizchoiceins.co.uk	5/23/2017	IDP/godaddy		domain only not in use
bizchoicecourier.com	6/22/2017	IDP/godaddy		domain only not in use
bizchoicefinalmile.com	6/22/2017	IDP/godaddy		domain only not in use
bizchoiceonline.com	4/23/2017	IDP/godaddy	IDP	Full Website. New template, Responsive
bizchoiceprotectiveprogram.com	8/4/2017	IDP/godaddy	IDP	Landing page only . New Template, Responsive
bizchoiceflex.co.uk	7/6/2017	IDP/godaddy	IDP	Landing page only. New Template Responsive
www.bizchoiceflexny.com	11/14/2017	IDP/godaddy	IDP	Landing page only. New Template Responsive
bizchoiceflexuk.com	7/18/2017	IDP/godaddy	IDP	Landing page only. New Template Responsive
bizchoiceinsurance.co.uk	5/23/2017	IDP/godaddy	IDP	domain only not in use
www.bizchoicelsp.com	6/2/2017	IDP/godaddy	IDP	landing page w/ submit form. New Template Responsive
bizchoiceltl.com	6/22/2017	IDP/godaddy	IDP	domain only not in use
www.paulhanson.com	Unknown - PH Account	Network Solutions	IDP	Landing page that goes to three sites. New Template Responsive
www.paulhansonsafetyportal.com	11/11/2017	IDP/godaddy	?	Unknown. We don't host
www.bizchoicelastmile.com	6/22/2017	IDP/godaddy	IDP	Last Mile Website New Template Responsive
bizchoicelastmiledelivery.com	6/22/2017	IDP/godaddy	IDP	domain only not in use
bizchoicelastmilelogistics.com	6/22/2017	IDP/godaddy	IDP	domain only not in use
bizchoiceinsurance.com	6/28/2017	IDP/godaddy	IDP	Last Mile Website New Template Responsive
bizchoiceins.com	Unknown - PH Account	GoDaddy/PH	IDP	Last Mile Website New Template Responsive
www.bizchoiceconnect.com	1/22/2018	IDP/godaddy	IDP	this is a PDF only
contractdriversinsurance.com	6/28/2017	IDP/godaddy	IDP	Moverschoinceinfo PIN Landing Page
contractdriverinsurance.com	6/28/2017	IDP/godaddy	IDP	Goes to bizchoicetransportation
moverschoiceinfo.com	Unknown - PH Account	Network Solutions	IDP	Movers Choice Main Website New Template Responsive
moverschoiceonline.com	4/23/2017	IDP/godaddy	IDP	Movers Choice Online Site New Template Responsive
movepakconsulting.com	8/31/2017	IDP/godaddy	IDP	Move-Pak Website New Template Responsive
moverschoice-cmsa.com	7/29/2017	IDP/godaddy	IDP	points to moverschoiceinfo
moverschoicecoverage.com	10/2/2017	IDP/godaddy	IDP	points to moverschoiceinfo
moverschoiceguide.com	1/12/2018	IDP/godaddy	IDP	points to moverschoiceinfo
moverschoiceguides.com	7/29/2017	IDP/godaddy	IDP	points to moverschoiceinfo
www.moverschoiceoffer.com	2/26/2018	IDP/godaddy	IDP	points to moverschoiceinfo
www.moverschoiceprogram.com	1/12/2018	IDP/godaddy	IDP	points to moverschoiceinfo
moverscontest.com	9/20/2017	IDP/godaddy	IDP	Video Landing Page
insuranceformovers.net	10/12/2017	IDP/godaddy	IDP	domain only; points to movers choice
insurancepremiumrecover.com	10/12/2017	IDP/godaddy	IDP	domain only; points to movers choice
moverstoolkit.moverschoiceinfo.com	Unknown - PH Account	Network Solutions	Vertibrands	Vertibrands toolkit.moverschoiceinfo.com
www.themcdispatch.com	7/20/2017	IDP/godaddy	IDP	The Dispatch Microsite New Template Responsive
bidourmove.com	6/8/2017	IDP/godaddy		domain only not in use
bidmymove.net	6/8/2017	IDP/godaddy		domain only not in use
	bomain  www.bizchoicequote.com bizchoice,co.uk bizchoiceins.co.uk bizchoiceins.co.uk bizchoiceourier.com bizchoicefinalmile.com bizchoicefinalmile.com bizchoiceffex.co.uk www.bizchoiceflex.co.uk www.bizchoiceflex.co.uk www.bizchoiceinsurance.co.uk www.bizchoicelsp.com bizchoiceinsurance.com moverschoiceconsulting.com moverschoiceconsulting.com moverschoiceconsulting.com moverschoiceguide.com moverschoiceguides.com moverschoiceguides	nfo.com	Exp Date 7/6/2017 9/27/2017 9/27/2017 5/23/2017 6/22/2017 6/22/2017 4/23/2017 4/23/2017 11/14/2017 7/18/2017 6/22/2017 6/22/2017 Unknown - PH Account 11/11/2017 6/22/2017 0/22/2017 0/22/2017 1/22/2018 6/28/2017 Unknown - PH Account 1/22/2018 6/28/2017 1/12/2018 6/28/2017 1/12/2018 2/26/2018 2/26/2018 2/26/2017 1/12/2018 1/12/2018 1/12/2018 1/12/2018 1/12/2018 1/12/2018 1/12/2017	com         T/6/2017         Registrar           9/27/2017         IDP/godaddy           5/23/2017         IDP/godaddy           6/22/2017         IDP/godaddy           6/22/2017         IDP/godaddy           6/22/2017         IDP/godaddy           6/22/2017         IDP/godaddy           11/14/2017         IDP/godaddy           7/6/2017         IDP/godaddy           11/14/2017         IDP/godaddy           11/14/2017         IDP/godaddy           6/22/2017         IDP/godaddy           6/22/2017         IDP/godaddy           11/11/2017         IDP/godaddy           11/11/2017         IDP/godaddy           6/22/2017         IDP/godaddy           6/22/2017         IDP/godaddy           1/22/2017         IDP/godaddy           6/22/2017         IDP/godaddy           1/22/2018         IDP/godaddy           6/28/2017         IDP/godaddy           1/22/2018         IDP/godaddy           6/28/2017         IDP/godaddy           1/22/2018         IDP/godaddy           1/22/2018         IDP/godaddy           1/22/2018         IDP/godaddy           1/22/2018         IDP/godaddy

# **SCHEDULE B**

# **TRADEMARKS**

- 1. Mover's Choice, Reg. No. 5,071,305, Registered November 1, 2016.
- 2. Bizchoice, Reg. No. 5,144,287, Registered February 21, 2017.

TRADEMARK REEL: 008005 FRAME: 0411

**RECORDED: 03/16/2023**