

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Planning Consultants, Inc.		10/01/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Alera Group, Inc.		
Street Address:	Three Parkway North, Suite 500		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4944880	LTD COMPLETION	
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>			
Phone:	6172613115		
Email:	botrademarks@klgates.com		
Correspondent Name:	David J. Byer		
Address Line 1:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	David J. Byer		
SIGNATURE:	/David J. Byer/		
DATE SIGNED:	03/28/2023		
Total Attachments: 4			
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EXHIBIT C
ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into as of October 1, 2022, by National Planning Consultants, Inc., a Georgia corporation (“**Assignor**”), and Alera Group, Inc., a Delaware corporation (“**Assignee**”). All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase and Contribution Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”), by and among Assignee, Assignor and the Seller Principal party thereto, Assignee is acquiring all of the Seller Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and contained in the Asset Purchase Agreement, the parties hereto agree as follows:

1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of the Seller Intellectual Property, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of Seller Intellectual Property and the right to sue and recover for past infringements or misappropriations of Seller Intellectual Property).

2. Assignee hereby accepts the transfer and assignment of the Seller Intellectual Property.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

4. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

5. To the extent there is any inconsistent language or conflict between the Asset Purchase Agreement and this Agreement, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

NATIONAL PLANNING CONSULTANTS, INC.

By: Kenneth C. Yarbrough
Name: Kenneth C. Yarbrough
Title: President

ASSIGNEE:

ALERA GROUP, INC.

By: _____
Name: Alan Levitz
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

NATIONAL PLANNING CONSULTANTS, INC.

By: _____
Name: Kenneth C. Yarbrough
Title: President

ASSIGNEE:

ALERA GROUP, INC.

By:  _____
Name: Alan Levitz
Title: Chief Executive Officer

Schedule 1.2(c)

Purchased Intellectual Property

1. Any and all corporate names, trade names and DBAs used in connection with the Business, including, but not limited to, "National Planning Consultants, Inc.," "National Planning Consultants," "NPC Benefits," and "NPC," and any derivations thereof.
2. Any and all registered and unregistered intellectual property used in connection with the Business, including, but not limited to, the following registered trademarks:
 - a. Mark: LTD Completion (Jurisdiction: United States; Registration No. 4,944,880; Status: Registered);
 - b. Protecting Incomes. Securing Futures., U.S. Trademark Application No. 86661593 (Abandoned March 23, 2016); and
 - c. NPC Benefits (DBA) may be a common law trademark.
3. Any and all domain names and websites used by the Seller in connection with the Business and the content thereon, including, but not limited to the following:
 - a. ltdcompletion.com;
 - b. npcbenefits.com;
 - c. protectingincome.com; and
 - d. incomeprotection.me.
4. Any and all logos and slogans (which may also be common law trademarks) used in connection with the Business, including, but not limited to, the following:



- a.
5. The following, which Seller owns and has authority to assign:
 - a. proprietary enrollment website built for each employer-client utilizing their exact hex code colors, graphics, etc.;
 - b. mobile enabled version of the above-mentioned website allowing employees to easily review and make coverage elections on mobile devices;
 - c. personalized benefit statements;
 - d. proprietary videos; and
 - e. library of presentation materials.