

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803116

<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>
Integro Parent Inc.		09/28/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Integro Insurance Brokerage Services LLC		
<b>Street Address:</b>	1201 N. Orange Street, Suite 710		
<b>Internal Address:</b>	3H Agent Services Inc.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801-1186		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5749684	INTEGRO SHIELD	
<b>Registration Number:</b>	5760830	INTEGRO INSURANCE BROKERS	
<b>Registration Number:</b>	5246480	ROBERTSON TAYLOR	
<b>Registration Number:</b>	5065057	INTEGRO	
<b>Registration Number:</b>	4762215	HOSTILE ENVIRONMENT LIABILITY PROTECTION	
<b>Registration Number:</b>	3115346	INTEGRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>Phone:</b>	503-294-9584		
<b>Email:</b>	patrick.hartigan@stoel.com		
<b>Correspondent Name:</b>	Anne W. Glazer / Stoel Rives LLP		
<b>Address Line 1:</b>	760 SW Ninth Avenue, Suite 3000		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Patrick P. Hartigan, SR Paralegal		
<b>SIGNATURE:</b>	/Patrick P. Hartigan/		
<b>DATE SIGNED:</b>	04/14/2023		

OP \$165.00 5749684

**Total Attachments: 8**

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AGREED FORM

Dated 28<sup>th</sup> September 2022

**INTEGRO PARENT INC.**  
(as Assignor)

and

**INTEGRO INSURANCE BROKERAGE SERVICES LLC**  
(as Assignee)

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**Trade Mark Assignment**

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**LATHAM & WATKINS**

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**TRADEMARK**  
**REEL: 008042 FRAME: 0465**

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Clause

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THIS DEED (the "Deed") is made by deed and is dated 28<sup>th</sup> September 2022.

**BETWEEN:**

- (1) Integro Parent Inc., a company incorporated and registered in Delaware, USA, with company number 5790400 whose registered office is at 3H Agent Services Inc. 1201 N. Orange Street, Suite 710, Wilmington, Delaware 19801-1186, USA (the "Assignor"); and
- (2) Integro Insurance Brokerage Services LLC, a company incorporated and registered in Delaware, USA, with company number 7061571 whose registered office is at 3H Agent Services Inc. 1201 N. Orange Street, Suite 710, Wilmington, Delaware 19801-1186, USA (the "Assignee"),

each a "party" and together the "parties".

**BACKGROUND**

- (A) The Assignor is the owner of the Trade Marks (as defined below).
- (B) The Assignor and Assignee desire that the Trade Marks be assigned by the Assignor to the Assignee on the terms set out in this Deed.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed, save as otherwise specifically provided the following words have the following meanings:

"Deed" means this trade mark assignment deed;

and

"Trade Marks" means all the right title and interest the Assignor owns in the registered trade marks and the applications owned by the Assignor, short particulars of which are set out in Schedule 1, together with any and all statutory and common law rights the Assignor owns attaching to the use of the marks set out in Schedule 1, including without limitation any goodwill arising out of any use of the Trade Marks anywhere in the world.

**1.2 Interpretation**

In this Deed (except where the context otherwise requires):

- (a) any reference to the Background or a Clause or Schedule is to the relevant background item, clause or schedule of or to this Deed. Any reference to a paragraph is to the relevant paragraph of the Schedule in which it appears;
- (b) the index, section and clause headings are included for convenience purposes only and shall not affect the interpretation of this Deed;
- (c) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
- (d) reference to a party includes its successors in interest and permitted assigns;

- (e) reference to "writing" or "written" includes any non-transitory form of visible reproduction of words including email; and
- (f) reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, variation or novation (in whole or in part) of or to such agreement or other instrument.

### 1.3 Schedules

The Schedules to this Deed form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules.

## 2. ASSIGNMENT

2.1 The Assignor hereby assigns with full title guarantee to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of any of the Trade Marks whether occurring before, on or after the date of this Deed;
- (c) all rights to claim priority from the Trade Marks; and
- (d) all rights to any extensions, renewals or amendments to the Trade Marks.

## 3. FURTHER ASSURANCE

3.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary or desirable and requested by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Deed vests in the Assignee, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1 at the relevant intellectual property registry or authority.

## 4. GENERAL

### 4.1 Waivers

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

### 4.2 Amendment

No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of both parties.

### 4.3 Severability

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

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4.4 **Entire Agreement**

This Deed sets out the entire agreement and understanding between the parties in respect of the subject matter of this Deed.

4.5 **Governing law and jurisdiction**

- (a) This Deed, the relationship between the parties and any non-contractual rights and the performance of the obligations in connection with this Deed, shall be governed by, and interpreted in accordance with, English law.
- (b) Each of the parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed or otherwise arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the English courts.

4.6 **Counterparts**

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

4.7 **No Third Party Rights**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

4.8 **Language**

This Deed is drafted in the English language. If this Deed is translated into any other language, the English language text shall prevail.

IN WITNESS WHEREOF each party has executed this Deed as a deed, or caused this Deed to be executed by its duly authorised representatives as a deed.

SCHEDULE 1  
 TRANSFERRING TRADE MARKS

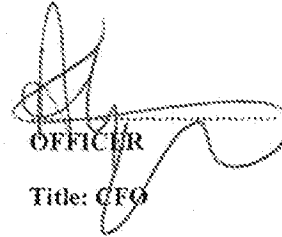
No.	Mark	Country	Registered Owner	Applicant's Name	Applicant's Reg. Number	Registration Date	Classes	Status
1		Australia	Integro Parent Inc.	2010366	28-MAY-2019	-	36	PENDING APPLICATION (PENDING)
2	INTEGRO	Australia	Integro Parent Inc.	1138390	29-SEP-2006	28-SEP-2006	36	REGISTERED
3	INTEGRO INSURANCE BROKERS	Bermuda	Integro Holdings Inc.	45696	20-JUL-2006	-	36	APPLICATION (PENDING)
4	INTEGRO	Bermuda	Integro Holdings Inc.	42011	17-MAY-2008	-	36	APPLICATION (PENDING)
5		EU	Integro Parent Inc.	1384906	19-MAR-2015	30-JUL-2015	36	REGISTERED
6		EU	Integro Parent Inc.	1384982	19-MAR-2015	02-JUL-2015	36	REGISTERED
7		EU	Integro Parent Inc.	1372706	10-FEB-2015	24-JUN-2015	36, 43	REGISTERED
8		EU	Integro Parent Inc.	1232514	19-NOV-2013	28-MAR-2014	36	REGISTERED
9	INTEGRO	EU	Integro Parent Inc.	004946026	08-MAR-2006	09-FEB-2007	36	REGISTERED
10	INTEGRO	EU	Integro Parent Inc.	004689934	13-OCT-2005	23-AUG-2006	36	REGISTERED
11		United Kingdom	Integro Parent Inc.	UK00913349872	19-MAR-2015	02-JUL-2015	36	REGISTERED



No.	Mark	Country	Registered Owner	Application Number	Application Date	Registration Date	Class	Status
02		United Kingdom	Integro Parent Inc.	UK00913849906	19-MAR-2013	30-JUL-2015	36	REGISTERED
03		United Kingdom	Integro Parent Inc.	UK00913727706	10-FEB-2013	25-JUN-2015	36, 35	REGISTERED
04		United Kingdom	Integro Parent Inc.	UK00912325114	19-NOV-2013	28-MAR-2014	36	REGISTERED
05		United Kingdom	Integro Parent Inc.	UK00909486026	08-MAR-2006	09-FEB-2007	36	REGISTERED
06	INTEGRO	United Kingdom	Integro Parent Inc.	UK00904683934	13-OCT-2005	23-AUG-2006	36	REGISTERED
07	INTEGRO SHIELD	United States	Integro Parent Inc.	88103625	04-SEP-2018	14-MAY-2019	35, 36	REGISTERED
08	INTEGRO INSURANCE BROKERS	United States	Integro Parent Inc.	57882270	18-APR-2018	28-MAY-2019	35, 36	REGISTERED
09	ROBERTSON TAYLOR	United States	Integro Holdings Inc.	87316488	27-JAN-2017	18-JUL-2017	36	REGISTERED
20		United States	Integro Holdings Inc.	86555486	06-MAR-2015	18-OCT-2016	36	REGISTERED
21	HOSTILE ENVIRONMENT LIABILITY PROTECTION	United States	Integro Holdings Inc.	86509766	12-JAN-2015	23-JUN-2015	36	REGISTERED
22	INTEGRO	United States	Integro Holdings Inc.	78588344	16-MAR-2005	11-JUL-2006	36	REGISTERED

SIGNATURES

Executed as a deed by Andrew Westenberger for and on behalf of:  
INTEGRO PARENT INC.



OFFICER  
Title: CFO

Executed as a deed by Katherine Cross for and on behalf of:  
INTEGRO INSURANCE BROKERAGE SERVICES LLC.



OFFICER  
Title: Corporate Officer

*[Signature page to Trade Mark Assignment Deed]*