

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819104

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|---|--|-----------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Manufacturers and Traders Trust Company | | 10/31/2022 | Banking Organization: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | M&T Insurance Agency, Inc. | | |
| Street Address: | 2850 Golf Road | | |
| City: | Rolling Meadows | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60008 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97176193 | SEYMOUR | |
| 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: | 14155911000 | | |
| Email: | TrademarksCH@winston.com | | |
| Correspondent Name: | Becky L. Troutman, Winston & Strawn LLP | | |
| Address Line 1: | 101 California Street | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| NAME OF SUBMITTER: | Becky L. Troutman | | |
| SIGNATURE: | /Becky L. Troutman/ mp | | |
| DATE SIGNED: | 06/22/2023 | | |
| Total Attachments: 5 | | | |
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| source=Manufacturers and Traders Trust assignment to M&T Insurance Agency, Inc#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”), dated as of October 31, 2022, is entered into by and between **MANUFACTURERS AND TRADERS TRUST COMPANY**, a banking organization organized and existing under the New York Banking Law (“Assignor”), and **M&T INSURANCE AGENCY, INC.**, a New York corporation (“Assignee”).

WHEREAS, Assignor is party to that certain Stock Purchase Agreement, dated as of September 29, 2022 (as may be amended, the “Purchase Agreement”) by and among Assignor, Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation (“Buyer”), M&T Bank Corporation, a New York corporation registered as a bank holding company under the Bank Holding Company Act of 1956 and the New York Banking Law (solely for purposes of being bound by Sections 6.04, 6.12(a), 7.02 and Article XIII thereof), and Arthur J. Gallagher & Co., a Delaware corporation (solely in its capacity as guarantor of Buyer pursuant to Section 13.15 thereof);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase and acquire from Assignor, all of the issued and outstanding shares of common stock of Assignee (the “Transaction”); and

WHEREAS, as of and effective upon the Closing of the Transaction, Assignor wishes to assign to Assignee certain trademark applications and associated rights that relate solely to the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Capitalized terms used but not defined herein have the meanings given in the Purchase Agreement.
2. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby purchases and acquires, all of Assignor’s worldwide right, title, and interest in and to the following Intellectual Property (the “Assigned IP”):
 - a. the trademark set forth on Schedule A hereto, and all applications and registrations that have or may be granted thereon, and all applications for registration and registrations thereof, and all issuances, extensions, and renewals thereof (the “Trademarks”), and the ongoing and existing business of Assignor to which the Trademarks pertain, together with the goodwill associated with any of the Trademarks and the goodwill of the business symbolized by the Trademarks, and all common law rights and copyrights and domain name rights in the Trademarks worldwide;
 - b. rights to collect royalties and proceeds in connection therewith;

- c. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;
- d. all of Assignor's right to file trademark applications in the United States and throughout the world for the Trademarks in the name of Assignee, its successors and assigns; and
- e. rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 2.

3. Each of Assignee and Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee.

4. Assignor further agrees to provide Assignee and its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in this IP Assignment including, without limitation, to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this IP Assignment.

5. This IP Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

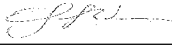
6. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment as of the date first written above.

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: 
Name: Jennifer Warren
Title: Senior Executive Vice President

M&T INSURANCE AGENCY, INC.


By: _____
Name: Bartholomew Kresse
Title: President and Vice Chairman

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment as of the date first written above.

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____
Name: Jennifer Warren
Title: Senior Executive Vice President

M&T INSURANCE AGENCY, INC.

By:  _____
Name: Bartholomew Kresse
Title: President and Vice Chairman

Schedule A
SEYMOUR
US Ser. No. 97176193