TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM840432

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
AMERICAN INTERNATIONAL GROUP, INC.		07/01/2023	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	Private Client Select Insurance Services LLC			
Street Address:	503 Carr Road			
City:	Wilmington			
State/Country:	DELAWARE			
Postal Code:	19809			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 8

Property Type Number		Word Mark		
Serial Number:	77034231	HURRICANE PROTECTION UNIT		
Serial Number:	77726049	PRIVATE CLIENT SELECT		
Serial Number:	77847282	FRAUD SAFEGUARD		
Serial Number:	77847301	HOUSEHOLD SAFEGUARD		
Serial Number:	85391005	WILDFIRE PROTECTION UNIT		
Serial Number:	86060608	EPCG		
Serial Number:	87614522	LEGACY + LUXURY: CONNECTING WOMEN IN WEA		
Serial Number:	90546740	PASSION. PROVENANCE. PRESERVATION.		

CORRESPONDENCE DATA

Fax Number: 6023826070

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.

Phone:

Email: ipdocket@swlaw.com, hsobelman@swlaw.com, dmier@swlaw.com,

mnorton@swlaw.com

Correspondent Name: Howard I. Sobelman

Address Line 1: One East Washington Street

Address Line 2: **Suite 2700**

Address Line 4: Phoenix, ARIZONA 85004

> TRADEMARK REEL: 008204 FRAME: 0565

900801356

ATTORNEY DOCKET NUMBER:	80171.00011			
NAME OF SUBMITTER:	Howard I. Sobelman			
SIGNATURE:	/Howard I. Sobelman/			
DATE SIGNED:	09/19/2023			
Total Attachments: 5 source=Intellectual Property Agreements EXECUTED#page1.tif				

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Exhibit 1

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("<u>Assignment Agreement</u>"), effective as of July 1, 2023, is made by and between American International Group, Inc. ("<u>Assignor</u>"), a Delaware corporation, and Private Client Select Insurance Services LLC, a Delaware limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Agreement, dated as of July 1, 2023 (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Assignor has agreed to sell and Assignee has agreed to acquire, all right, title and interest in and to the trademarks, domain names, social media accounts that exclusively relate to the Business (as defined in the Master Transaction Agreement) and all associated applications and registrations therefor, including those listed in Schedule A – Assigned Marks hereto, but excluding the Excluded Assets (hereinafter, collectively, the "Marks"); and

WHEREAS, Assignee is the successor to that portion of Assignor's business to which the Marks pertain, and said business is ongoing and existing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms not otherwise defined herein have the meanings set forth in the Intellectual Property Agreement.
- 2. <u>Assignment</u>. Assignor, on behalf of itself and its Affiliates, hereby sells, assigns, transfers, delivers, and conveys to Assignee, and Assignee hereby purchases, acquires, receives, and accepts from Assignor, all of Assignor's right, title, and interest in and to the following:
 - (a) the Marks, together with all common law rights therein (excluding, for the avoidance of doubt, the term "AMERICAN INTERNATIONAL GROUP," the acronym "AIG," the AIG logo, or any translations, adaptations, derivations, abbreviations, acronyms or combinations of any of the foregoing thereof), and all registrations, applications for registration, and renewals of any of the foregoing;
 - (b) all claims and causes of action with respect to any of the Marks, 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, violation, breach, or default;
 - (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Marks; and

Exhibit 1-1

- (d) all other rights, privileges, and protections of any kind whatsoever of Assignor or its affiliates accruing under any of the Marks provided by any applicable law, treaty, or other international convention throughout the world.
- 3. Recordation and Further Actions. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, or any foreign equivalent whose duty it is to receive or register trademarks, to record Assignee as the owner of the Marks, as assignee of Assignor's entire right, title and interest in and to the same. Assignor agrees to sign any further documentation necessary to effectuate this assignment.
- 4. Governing Law. This Assignment Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment Agreement or the negotiation, execution or performance of this Assignment Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment Agreement) shall be governed by, and construed in accordance with, the laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction.
- 5. <u>Counterparts</u>. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement, and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

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Exhibit 1-2

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor, does hereby execute this Assignment Agreement.

AMERICAN INTERNATIONAL GROUP, INC.

DocuSigned by:

Name: Adam Burk

Title: Head of Corporate Development, Strategy and Mergers & Acquisitions

[Signature Page to Trademark Assignment Agreement]

TRADEMARK REEL: 008204 FRAME: 0569

PRIVATE CLIENT SELECT INSURANCE SERVICES LLC

200

Name: Kathleen O. Zortman

---DocuŞigned by:

Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK REEL: 008204 FRAME: 0570

Exhibit 1 – Schedule A

ASSIGNED MARKS

Trademarks:

Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date	Renewal Date	Internationa l Class
WILDFIRE PROTECTI ON UNIT	85/391005	4099143	Registered	United States of America	05-Aug- 2011	14-Feb- 2012	14-Feb- 2032	36 Int., 40 Int.
HURRICA NE PROTECTI ON UNIT	77/034231	3354545	Registered	United States of America	01-Nov- 2006	11-Dec- 2007	11-Dec- 2027	36 Int.
EPCG	86/060608	4510858	Registered	United States of America	10-Sep- 2013	08-Apr- 2014	08-Apr- 2024	42 Int.
PRIVATE CLIENT SELECT	77/726049	3718203	Registered	United States of America	30-Apr- 2009	01-Dec- 2009	01-Dec- 2029	36 Int.
PRIVATE CLIENT SELECT	97/802,947		Pending	United States of America	20-Feb- 2023			36 Int.
HOUSEHO LD SAFEGUA RD	77/847301	3802521	Registered	United States of America	13-Oct-2009	15-Jun-2010	15-Jun-2030	36 Int.
FRAUD SAFEGUA RD	77/847282	3790207	Registered	United States of America	13-Oct-2009	18-May- 2010	18-May- 2030	36 Int.
LEGACY + LUXURY: CONNECTI NG WOMEN IN WEALTH	87/614522	5407665	Registered	United States of America	19-Sep- 2017	20-Feb- 2018	20-Feb- 2028	35 Int.
PASSION. PROVENA NCE. PRESERVA TION.	90/546740	6987140	Registered	United States of America	25-Feb- 2021	21-Feb- 2023	21-Feb- 2033	36 Int.
PRIVATE CLIENT SELECT INSURANC E SERVICES	Not yet filed							
Private Client secror	Not yet filed							

Domains:

1. pcgexchange.com

RECORDED: 09/19/2023

- 2. privateclientselectinsurancesolutions.com
- 3. privateclientselect.com

Exhibit 1-Sched.A-1

TRADEMARK REEL: 008204 FRAME: 0571