

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM845029

<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>
Brio Benefit Consulting Inc.		10/01/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alera Group, Inc.		
<b>Street Address:</b>	Three Parkway North, Suite 500		
<b>City:</b>	Deerfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97407255	BRIO BENEFITS AND BEYOND	
<b>Serial Number:</b>	97405004	BRIO BENEFITS REIMAGINED	
<b>Serial Number:</b>	97407637	BRIO EXCEPTIONAL BENEFITS	
<b>Serial Number:</b>	97406765	BRIO OUTSIDE THE BOX BENEFITS	
<b>Registration Number:</b>	7097560	BRIO TRANSFORMING BENEFITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6172613115		
<b>Email:</b>	botrademarks@klgates.com		
<b>Correspondent Name:</b>	David J. Byer		
<b>Address Line 1:</b>	One Lincoln Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	David J. Byer		
<b>SIGNATURE:</b>	/David J. Byer/		
<b>DATE SIGNED:</b>	10/10/2023		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
(Brio Benefit Consulting)**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into effective as of October 1, 2023 by and among Brio Benefit Consulting Inc., a New York corporation (“**Assignor**”), and Alera Group, Inc., a Delaware corporation (“**Assignee**”). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase and Contribution Agreement dated on or about the effective date hereof (the “**Purchase Agreement**”), by and among Assignee, Assignor and the other parties 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 Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of Assignor’s right, title and interest in and to the Seller Intellectual Property included in the Acquired Assets, 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), to the extent provided in the Purchase Agreement.
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 Purchase Agreement and this Agreement, the terms of the 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:**

BRIO BENEFIT CONSULTING, INC.,  
a New York corporation

DocuSigned by:  
*Jason Pastrano*  
By: \_\_\_\_\_  
799989D70CDC41E...  
Name: Jason Pastrano  
Title: Vice President

**ASSIGNEE:**

ALERA GROUP, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Alan J. 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:**

BRIO BENEFIT CONSULTING, INC.,  
a New York corporation

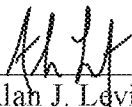
By: \_\_\_\_\_

Name: Jason Pastrano

Title: Vice President

**ASSIGNEE:**

ALERA GROUP, INC.,  
a Delaware corporation

By:  \_\_\_\_\_

Name: Alan J. Levitz

Title: Chief Executive Officer

Schedule 3.12(a)

Registered Intellectual Property

Brio Benefit Consulting Inc.				
Registration	Serial Number	Reg. Number.	Type	Status
Brio Benefits and Beyond	97407255		Service Mark	Pending
Brio Benefits Reimagined	97405004		Service Mark	Pending
Brio Exceptional Benefits	97407637		Service Mark	Pending
Brio Outside the Box Benefits	97406765		Service Mark	Pending
Brio Transforming Benefits	97407666	7097560	Service Mark	Granted
Brio Benefit Insurance Agency			DBA (CA)	
Briobenefits.com			Domain	