

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/01/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apollo Insurance Services, Inc.		11/01/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	InsureOne Insurance Services America, LLC		
Street Address:	7711 CENTER AVENUE, SUITE 200		
City:	HUNTINGTON BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4133246	APOLLO INSURANCE SERVICES	
Registration Number:	4210509	APOLLO INSURANCE SERVICES	
Registration Number:	4133249	PROTECTING WHAT'S ESSENTIAL	
Registration Number:	4214418	PROTECTING WHAT'S ESSENTIAL	
Registration Number:	4072070	O	
Registration Number:	4210598	O	
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:	7146415100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindy M. Herman c/o Rutan & Tucker, LLP		
Address Line 1:	18575 Jamboree Road, 9th Floor		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	102142.0018		
NAME OF SUBMITTER:	Lindy M. Herman		
SIGNATURE:	/lmh/		

CH \$165.00 4133246

DATE SIGNED:	01/09/2024
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of November 1, 2023 and deemed effective September 1, 2023 (the “**Effective Date**”), is made by Apollo Insurance Services, Inc. (“**Seller**”), a California corporation, located at 1440 Rosecrans Ave., Manhattan Beach, CA 90266, in favor of InsureOne Insurance Services America, LLC (“**Buyer**”), an Illinois limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer, Seller, Kinecta Financial Management Co, LLC, and Kinecta Federal Credit Union, dated as of September 1, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and unregistered trademarks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Apollo Insurance Services, Inc.

By: Donna L. McNeely

Name: Donna McNeely

Title: President

Address for Notices:

1440 Rosecrans Ave

Manhattan Bch, CA

90266

AGREED TO AND ACCEPTED:

InsureOne Insurance Services America, LLC

By: MK

Name: MICHAEL KAPLAN

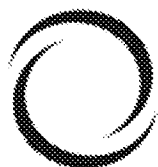
Title: CFO

Address for Notices:

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND UNREGISTERED TRADEMARKS

REGISTERED TRADEMARKS

- Apollo Insurance Services – Registration No. 4210509
- Apollo Insurance Services – Registration No. 4133246
- Protecting What’s Essential – Registration No. 4214418
- Protecting What’s Essential – Registration No. 4133249
- O and Design Mark – Registration No. 4210598



- O and Design Mark – Registration No. 4072070



UNREGISTERED TRADEMARKS

- The following color combination mark:



- The following word marks:
 - Apollo Insurance
 - Apollo