

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foremost Insurance Company Grand Rapids, Michigan		12/28/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Farmers Group, Inc.		
Street Address:	6301 Owensmouth Ave		
Internal Address:	3rd Floor		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4276496	WESTERN STAR	
Registration Number:	5802146	KRAFT LAKE INSURANCE AGENCY	
Registration Number:	5802145	KRAFT LAKE INSURANCE AGENCY	
Registration Number:	3633927	KRAFT LAKE	
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>			
Email:	kathryn.hoo@nortonrosefulbright.com		
Correspondent Name:	Kathryn Hoo		
Address Line 1:	2200 Ross Ave		
Address Line 2:	#3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	1000189882		
NAME OF SUBMITTER:	Andrea K. Shannon		
SIGNATURE:	/Andrea K. Shannon/		
DATE SIGNED:	01/19/2024		

OP \$115.00 4276496

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment Agreement") is made and entered into as of December 28, 2023 (the "Effective Date") by and between Farmers Group, Inc., a Nevada corporation (the "Assignee"), and Foremost Insurance Company Grand Rapids, Michigan, a Michigan corporation (the "Assignor") (the Assignee and the Assignor are collectively referred to as the "Parties").

WHEREAS, the Assignor is the sole owner of all right, title, and interest in and to the trademarks, and applications and registrations therefor, set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of November 8, 2023 (the "Purchase Agreement") by and among, among other parties, Assignee, Farmers Property and Casualty Insurance Company, a Rhode Island domiciled insurer, FCOA, LLC, a Delaware limited liability company ("FCOA") and FIG Leasing Co., Inc., a California corporation, and among other transactions therein, FCOA agreed to cause the Assignor to deliver and execute this Trademark Assignment Agreement in order to vest Assignee with all right, title and interest in and to the Trademarks, including all goodwill associated therewith and common law rights therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor does hereby irrevocably sell, convey, assign, transfer, and deliver to the Assignee, and the Assignee does hereby purchase and accept from the Assignor, all of the Assignor's right, title, and interest in and to (a) the Trademarks, (b) 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, (c) all goodwill associated with the Trademarks, and (d) 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. The Assignor further authorizes the Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world, register the assignment of the Trademarks by the Assignor to the Assignee hereunder.

3. Further Assurances. The Assignor shall take such steps and actions, and provide such cooperation and assistance, in each case at the Assignee's expense, to the Assignee and its

successors, assigns and legal representatives as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to the Assignee hereunder or any successor or assignee thereto.

4. Governing Law. This Trademark Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing contained in this Trademark Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor, the Assignee, or their respective Affiliates contained in the Purchase Agreement, and this Trademark Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Trademark Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties hereto.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

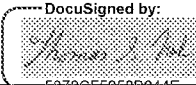
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. A signed copy of this Trademark Assignment Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement on the date first written above.

ASSIGNOR:

Foremost Insurance Company Grand
Rapids, Michigan

By:  _____
Name: Thomas Sangkyu Noh
Title: Vice President and Assistant Treasurer

ASSIGNEE:

Farmers Group, Inc.

By: _____
Name: Raul Vargas
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement on the date first written above.

ASSIGNOR:

Foremost Insurance Company Grand
Rapids, Michigan

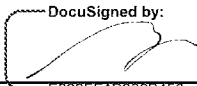
By: _____

Name:

Title:

ASSIGNEE:

Farmers Group, Inc.

By:  _____
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Name: Raul Vargas

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Owner	Trademark	Registration Date	Registration No.	Jurisdiction
Foremost Insurance Company Grand Rapids, Michigan	WESTERN STAR	01/15/2013	4276496	United States
Foremost Insurance Company Grand Rapids, Michigan	KRAFT LAKE INSURANCE AGENCY	07/09/2019	5802146	United States
Foremost Insurance Company Grand Rapids, Michigan	KRAFT LAKE INSURANCE AGENCY	07/09/2019	5802145	United States
Foremost Insurance Company Grand Rapids, Michigan	KRAFT LAKE	06/09/2009	3633927	United States