

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI37622

<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>
Buttine Underwriters Agency LLC		02/01/2024	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Specialty Program Group LLC		
<b>Street Address:</b>	150 North Riverside Plaza		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114632	SHOWDOWN	
<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>	3128618949		
<b>Email:</b>	chiusptomail@bakermckenzie.com,colleen.brennan@bakermckenzie.com		
<b>Correspondent Name:</b>	Rebecca Lederhouse		
<b>Address Line 1:</b>	300 East Randolph Street		
<b>Address Line 2:</b>	Suite 5000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	COLLEEN BRENNAN		
<b>SIGNATURE:</b>	COLLEEN BRENNAN		
<b>DATE SIGNED:</b>	02/27/2024		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is entered into and made effective as of February 1, 2024, by and between Specialty Program Group LLC, a Delaware limited liability company (the “Assignee”), and Buttine Underwriters Agency LLC, a New York limited liability company (the “Assignor”), in connection with the purchase of certain assets of the Assignor pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignee, the Assignor and the sole shareholder of the Assignor.

WHEREAS, pursuant to the Purchase Agreement, the Assignor has sold, assigned, transferred, conveyed, and delivered to the Assignee, and the Assignee has purchased and acquired from the Assignor, all of the Assignor’s right, title and interest in, to and under the Intellectual Property and IP Assets owned, used in, held for use in or relating to the conduct or operation of the Business (collectively, the “Assigned Intellectual Property Rights”), including, without limitation, (A) all rights of the Assignor to the Internet domain names set forth on Schedule A hereto (collectively, the “Domain Names”), (B) all rights of the Assignor to the trademarks, tradenames, service marks and registrations set forth on Schedule B hereto (collectively, the “Trademarks”), and (C) all rights of the Assignor to the copyrights, works of authorship and registrations set forth on Schedule C hereto (“Copyrights”), and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest of the Assignor in and to the Domain Names, the Trademarks, Copyrights, and the other Assigned Intellectual Property Rights, together with the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers and assigns to the Assignee:

(A) all right, title and interest of the Assignor in and to all Assigned Intellectual Property Rights, including, without limitation, all rights of the Assignor to the Domain Names set forth on Schedule A hereto;

(B) all rights of the Assignor in the Trademarks set forth on Schedule B hereto, including all issuances, extensions and renewals of the trademark registrations and

applications listed therein, together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the Assignor's Business, or that portion of the Business to which the trademark pertains, and that business is ongoing and existing including, without limitation, all rights pursuant to all Applicable Laws, including, without limitation, 15 U.S.C. 1051 et seq., and all other applicable acts and associated amendments;

(C) any and all registrations or renewals associated with the Trademarks;

(D) all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Trademarks throughout the world, and in each case, together with all goodwill associated therewith and all rights of the Assignor to sue, any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief), and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Assigned Intellectual Property Rights;

(E) all rights of the Assignor in the Copyrights set forth on Schedule C hereto, including all issuances, extensions and renewals of the Copyrights listed therein;

(F) all rights of any kind whatsoever of the Assignor accruing under any of the Assigned Intellectual Property Rights provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(G) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Intellectual Property Rights.

The Assignee is to hold all right, title and interest in and to the Domain Names, the Trademarks, Copyrights, and other Assigned Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and the United States Copyright Office and any official of any other country whose duty it is to process changes in assignment of trademarks and/or copyrights to record Assignee as owner of the Trademarks and Copyrights, and to issue renewals, extensions and/or registrations for trademarks and/or copyrights included in, related to or derived from, the Trademarks and Copyrights to the Assignee, its successors and assigns. The Assignor authorizes and requests the Assignee to take such action as may be required to cause the Assignee to be recorded as the assignee or transferee of the Trademarks and Copyrights, if any, and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may reasonably be requested, consistent with the terms of this Assignment and the Purchase Agreement, and required to cause the Assignee to be recorded as the assignee, registrant or transferee of the Trademarks and Copyrights. With respect to the Domain Names, the Assignor authorizes and requests the Assignee to take all actions

required to cause the Assignee to be recorded as the assignee or transferee of the Domain Names and to allow the Assignee to register the Domain Names in the name of Assignee with the domain name registrar specified by the Assignee.

3. Other Deliverables. The Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may reasonably request, consistent with the terms of this Assignment and the Purchase Agreement, including as relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of Domain Names, Trademarks, Copyrights and other Assigned Intellectual Property Rights.

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

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

6. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

9. Notices. All notices required or permitted to be given under this Assignment shall be in conformance with Section 8.1 of the Purchase Agreement.

10. Waivers and Amendments. This Assignment may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of the parties to this Assignment or, in the case of a waiver, by the party hereto against whom such waiver is to be effective. No course of conduct or failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be duly executed and delivered by its authorized representative as of the date first above written.

SPECIALTY PROGRAM GROUP LLC

DocuSigned by:  
By: Matthew E. Pinkham  
Name: Matthew E. Pinkham  
Title: Vice President

BUTTINE UNDERWRITERS AGENCY LLC

By: \_\_\_\_\_  
Name: Rejean G. Aduet  
Title: President

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be duly executed and delivered by its authorized representative as of the date first above written.

SPECIALTY PROGRAM GROUP LLC

By: \_\_\_\_\_  
Name: Matthew E. Pinkham  
Title: Vice President

BUTTINE UNDERWRITERS AGENCY LLC

By: Rejean G. Aduet  
Name: Rejean G. Aduet  
Title: President

[Signature Page to Assignment of Intellectual Property]

SCHEDULE A  
DOMAIN NAMES

1. <https://buainsurance.com/>
2. <https://showdownins.com/>
3. <https://prizeins.com/>
4. <https://weatherins.com/>
5. <https://eventweatherins.com/>
6. <https://prizeins.net/>
7. <https://ppibonds.com/>
8. <https://showdownins.net/>
9. <https://iaee-showdown.com/>
10. <https://iaee-showdown.org/>
11. <https://siso-showdown.com/>
12. <https://siso-showdown.org/>
13. <https://insuretheweather.com/>
14. <https://insuretheweather.net/>
15. <https://insuretheweather.us/>
16. <https://weatherins.biz/>
17. <https://weatherins.co/>
18. <https://weatherins.us/>



SCHEDULE B

TRADEMARKS, TRADENAMES, AND SERVICE MARKS

Mark	Jurisdiction	Registrant	Reg. No.	Filing/Registration Date
<b>ShowDown</b> <sup>®</sup> EVENT CANCELLATION INSURANCE	United States Patent and Trademark Office	Assignor	3,114,632	July 11, 2006

SCHEDULE C

None.