

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI93444

<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>
BeneServ Corporate Benefit Services, Inc.		04/14/2023	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Digital Insurance LLC		
<b>Street Address:</b>	200 Galleria Pkwy, Suite 1950		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3359000	BENESERV	
<b>Registration Number:</b>	3358985	BENESERV CORPORATE BENEFIT SERVICES	
<b>Registration Number:</b>	3359382	THERE'S BENEFITS WITH OUR SERVICE!	
<b>Registration Number:</b>	6165085	BENESERV BENEFIT CONSULTING & HR SERVICES	
<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>	4045047656		
<b>Email:</b>	aklein@mmmlaw.com		
<b>Correspondent Name:</b>	Ashley Klein		
<b>Address Line 1:</b>	1600 Atlanta Financial Center		
<b>Address Line 2:</b>	3343 Peachtree Road NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	13422-137595		
<b>NAME OF SUBMITTER:</b>	ASHLEY KLEIN		
<b>SIGNATURE:</b>	ASHLEY KLEIN		
<b>DATE SIGNED:</b>	03/14/2024		
<b>Total Attachments: 6</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this “*Assignment*”) is dated as of April 14, 2023, by and between BeneServ Corporate Benefit Services, Inc. D/B/A BeneServ, a Pennsylvania corporation (“*Assignor*”), and Digital Insurance LLC, a Delaware limited liability company (“*Assignee*”), pursuant to that certain Asset Purchase Agreement by and between Assignor, Assignee and Russell Carlson, an individual and resident of Pennsylvania, of even date herewith (the “*Asset Purchase Agreement*”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks and trade names on **Schedule A** attached hereto (“*Trademarks*”), the copyright registrations attached hereto on the same **Schedule A** (“*Copyrights*”), and the patents and patent applications attached hereto on the same **Schedule A** (“*Patents*”) (the Trademarks, Copyrights, and Patents, collectively referred to herein as the “*Intellectual Property Assets*”); and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices and secretary of state offices (where applicable), and all foreign patent and trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office.

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

### ARTICLE I ASSIGNMENT

The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Intellectual Property Assets, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business of the Assignor as symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to the Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the

copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, continuations-in-part, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor or any other foreign jurisdiction therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States or foreign jurisdictions resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

## **ARTICLE II COOPERATION AND RECORDATION.**

The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request, to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, the United States Copyright Office, the applicable state trademark offices and secretary of state offices, and foreign patent and trademark offices, all at the sole expense of Assignee. The Assignors further agree that all necessary records of the Assignors to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to the Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

## **ARTICLE III GOVERNING LAW.**

This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of laws. In the event that any Proceeding relating to this Assignment or the transactions contemplated hereby is initiated by either Party, each of the Parties (a) submits to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia, in such Proceeding, (b) agrees that all claims in respect of the Proceeding may be heard and determined in any such court, and (c) waive any objection to jurisdiction or venue in any such Proceeding. Each of the Parties waives any defense of inconvenient forum to the maintenance of any Proceeding so brought and waives any bond, surety or other security that might be required of the other Party with respect to any such Proceeding.

**ARTICLE IV**  
**DELIVERY OF TANGIBLE ITEMS.**

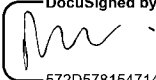
At Assignee's reasonable request, the Assignor shall arrange for delivery of any prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

*\*\*\*Signature page follows\*\*\**

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

**ASSIGNOR**

BeneServ Corporate Benefit Services, Inc. D/B/A  
BeneServ

DocuSigned by:  
  
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Name: Russell Carlson  
Title: President

**ASSIGNEE**

Digital Insurance LLC

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Name: Adam Bruckman  
Title: President / CEO

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

**ASSIGNOR**

BeneServ Corporate Benefit Services, Inc. D/B/A  
BeneServ

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Name: Russell Carlson  
Title: President

**ASSIGNEE**

Digital Insurance LLC

DocuSigned by:  
  
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Name: Adam Bruckman  
Title: President / CEO

**SCHEDULE A**

**Trademarks**

<b>MARK</b>	<b>SERIAL NO. / REG. NO. / JURISDICTION</b>	<b>FILING DATE / REG. DATE</b>	<b>OWNER</b>	<b>STATUS</b>
<b>BENESERV</b>	77/151,786 3,359,000 United States	04-09-2007 12-25-2007	Beneserv, Inc.	Registered
<b>BENESERV CORPORATE BENEFIT SERVICES</b>	77/151,598 3,358,985 United States	04-09-2007 12-25-2007	Beneserv, Inc.	Registered
<b>THERE'S BENEFITS WITH OUR SERVICE!</b>	77/168,324 3,359,382 United States	04-28-2007 12-25-2007	Beneserv, Inc.	Registered
<b>BENESERV BENEFIT CONSULTING &amp; HR SERVICES</b>	88/393,824 6,165,085 United States	04-19-2019 09-29-2020	Beneserv, Inc.	Registered

**Copyrights**

None.

**Patents**

None.