

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI163494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sadler & Company, Inc.		02/01/2024	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Specialty Program Group LLC		
Street Address:	150 North Riverside Plaza, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5986543	SADLER SPORTS & RECREATION INSURANCE	
Registration Number:	5986539	SADLER PRODUCTS LIABILITY INSURANCE	
Registration Number:	5979941	SADLER & COMPANY	
Registration Number:	5986540	SADLER INSURANCE	
Registration Number:	5986541	SADLER INSURANCE	
Registration Number:	5986542	SADLER SPORTS & RECREATION INSURANCE	
Registration Number:	6087367	SADLER & COMPANY	
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:	3128618949		
Email:	rebecca.lederhouse@bakermckenzie.com		
Correspondent Name:	Rebecca B. Lederhouse		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	REBECCA BARONE LEDERHOUSE		
SIGNATURE:	REBECCA BARONE LEDERHOUSE		
DATE SIGNED:	04/12/2024		

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Total Attachments: 8

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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 Sadler & Company, Inc., a South Carolina corporation (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”) and (B) all rights of the Assignor to the trademarks, tradenames, copyrights, service marks and registrations set forth on Schedule B hereto (collectively, the “Trademarks”), 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 and the other Assigned Intellectual Property Rights, and 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 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, all rights of the Assignor in the Trademarks, trademark registrations and applications set forth on Schedule B hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), 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; any and all registrations or renewals associated with the Trademarks; all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; 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 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. The Assignee is to hold all right, title and interest in and to the Domain Names, Trademarks 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 any official of any other country whose duty it is to process changes in assignment of trademarks to record Assignee as owner of the Trademarks, and to issue renewals, extensions and/or registrations for trademarks included in, related to or derived from, the Trademarks 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 Domain Names and Trademarks, 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 and required to cause the Assignee to be recorded as the assignee, registrant or transferee of the Domain Names (including, without limitation, all actions required to allow the Assignee to register the Domain Names in the name of Assignee with the domain name registrar specified by the Assignee) and Trademarks.

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, including as relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of Domain Names, Trademarks 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.

[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

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

SADLER & COMPANY, INC.

By: _____
Name: John M. Sadler
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

SADLER & COMPANY, INC.

By: DocuSigned by:
John M. Sadler _____

Name: John M. Sadler

Title: President

[Signature Page to Assignment of Intellectual Property]

SCHEDULE A
DOMAIN NAMES

1. <https://www.sadlerco.com/>
2. <https://www.sadlersports.com/>
3. <https://www.contractor-insure.com/>
4. <https://www.homebuilderinsurance.com/>
5. <https://www.insurancefortechs.com/>
6. <https://www.products-liability-insurance.com/>
7. <https://www.protectingcontractors.com/>
8. <https://www.insappserver.com/>
9. <https://www.fastbusinessinsurance.com/>
10. <https://www.recuserquote.com/>
11. <https://www.saddleragent.com/>
12. <https://www.schooluserquote.com/>

SCHEDULE B

TRADEMARKS, TRADENAMES, COPYRIGHTS AND SERVICE MARKS

1. Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Registration Date</u>
SADLER Product Liability Insurance <small>As a mark for insurance services of the insurance company</small>	United States Patent and Trademark Office	5,970,814	36	Jan. 28, 2020
SADLER SPORTS & RECREATION INSURANCE	United States Patent and Trademark Office	5,986,543	36	Feb. 11, 2020
SADLER PRODUCTS LIABILITY INSURANCE	United States Patent and Trademark Office	5,986,539	36	Feb. 11, 2020
Sadler & Company	United States Patent and Trademark Office	5,979,941	36	Feb. 4, 2020
SADLER INSURANCE	United States Patent and Trademark Office	5,986,540	36	Feb. 11, 2020
SADLER INSURANCE	United States Patent and Trademark Office	5,986,541	36	Feb. 11, 2020
SADLER SPORTS & RECREATION INSURANCE	United States Patent and Trademark Office	5,986,542	36	Feb. 11, 2020
SADLER & COMPANY	United States Patent and Trademark Office	6,087,367	36	June 23, 2020

2. Copyrights

<u>Title of Work</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Registration Date</u>
SadlerInappserver.com Web Content	United States Registrar of Copyrights	TX 8-741-222	March 14, 2019
SadlerProductsLiabilityInsurance	United States Registrar of Copyrights	TX 8-738-029	March 14, 2019
Sadler Insurance	United States Registrar of Copyrights	TX 8-741-219	March 14, 2019

3. Tradenames

- i. "S & C Agency, Inc." filed with the Kentucky Secretary of State on November 17, 2005, File No. 0625862.
- ii. "Sadler Agency" filed with the New York Department of State on August 23, 2004, File No. 3093530.
- iii. "John Sadler Agency" filed with the New Hampshire Department of State on March 1, 2006, File No. 553042.
- iv. "Sadler & Company of SC, Inc." filed with Arkansas Secretary of State on March 10, 1994, File No. 100110997.
- v. "Sadler Insurance Agency" filed with the California Department of Insurance, Shows License No. OB576551.
- vi. "S & C Agency Inc." filed with the Utah Secretary of State on May 27, 2005; File No. 5654801-0143.
- vii. "Sadler & Company Insurance Agency, Inc." filed with the Utah Department of Insurance on May 27, 2005, Shows License No. 105192.
- viii. "Sadler and Company, Inc." filed with Vermont Secretary of State on May 20, 2004, File No. F26094.
- ix. "Sadler and Company, Inc" filed with the Minnesota Secretary of State on May 19, 2004, File No. 91124-2.
- x. "Sadler & Company, Inc." filed with the Oklahoma Secretary of State on February 8, 2006, File No. 2312096172.