

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI170567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthSure Insurance Services, Inc.		04/01/2024	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	Alera Group, Inc.		
Street Address:	Three Parkway North, Suite 500		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4711886	HEALTHSURE	
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:	6172613115		
Email:	botrademarks@klgates.com,david.byer@klgates.com		
Correspondent Name:	Mr. David J. Byer		
Address Line 1:	1 Congress Street Suite 2900		
Address Line 4:	Boston, MASSACHUSETTS 02114		
NAME OF SUBMITTER:	ALICE SCHERMER		
SIGNATURE:	ALICE SCHERMER		
DATE SIGNED:	04/17/2024		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into effective as of April 1, 2024 by and between HealthSure Insurance Services, Inc., a Texas corporation (“**Assignor**”), and Alera Group, Inc., a Delaware corporation (“**Assignee**”). All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase and Contribution Agreement dated on or about the date hereof (the “**Purchase Agreement**”), by and among Assignee, Assignor and the other parties thereto, Assignee is acquiring all of the Seller Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

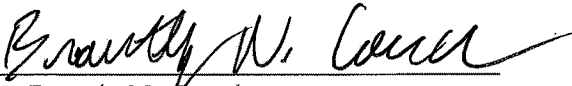
1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of Assignee’s right, title and interest in and to the Seller Intellectual Property included in the Acquired Assets, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of Seller Intellectual Property and the right to sue and recover for past infringements or misappropriations of Seller Intellectual Property).
2. Assignee hereby accepts the transfer and assignment of such Seller Intellectual Property.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.
4. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.
5. To the extent there is any inconsistent language or conflict between the Purchase Agreement and this Agreement, the terms of the Purchase Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

HEALTHSURE INSURANCE SERVICES, INC.,
a Texas corporation

By: 
Name: Brantly N. Couch
Title: President

ASSIGNEE:

ALERA GROUP, INC.,
a Delaware corporation

By: _____
Name: Alan J. Levitz
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

HEALTHSURE INSURANCE SERVICES, INC.,
a Texas corporation

By: _____

Name: Brantly N. Couch

Title: President

ASSIGNEE:

ALERA GROUP, INC.,
a Delaware corporation

By: _____

Name: Alan J. Levitz

Title: Chief Executive Officer

Schedule 1.2(c)

Seller Intellectual Property

Registered Trademarks:

“HealthSure”

Filing Date: August 7, 2014

Serial No. 86-359,965

Registered: March 31, 2015

Reg. No. 4,711,886

Non-Registered Trade Names:

- HealthSure Insurance Coalition Management, LLC
- HealthSure Property Program
- Equipment Maintenance Contract Alternatives (eMCA)
- HealthConnect

Internet Domains:

- www.healthsure.com
- www.chicprogram.com
- www.rhiaprogram.com
- www.torchinsuranceprogram.com
- www.hotcomp.net
- www.ourhealthconnect.com

Common Law Logos:

