

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383197

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900362242		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florida Marketing Organization LLC		04/20/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BRP Medicare Insurance III, LLC		
Street Address:	4010 W. Boy Scout Blvd., Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4906412	FLORIDA MEDICARE OPTIONS	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Rachel M. Feinman, Esq.		
Address Line 1:	101 E Kennedy Blvd., Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	12553.007		
NAME OF SUBMITTER:	Rachel M. Feinman		
SIGNATURE:	/Rachel M. Feinman/		
DATE SIGNED:	05/05/2016		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "Assignment") is made and entered into as of April 20, 2016 (the "Effective Date"), by and among **BRP MEDICARE INSURANCE III, LLC**, a Florida limited liability company (the "Assignee"), and **FLORIDA MARKETING ORGANIZATION LLC**, a Florida limited liability company (the "Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as the same date as this Assignment, by and among the Assignee, the Assignor and Bryan D. Peck (the "Purchase Agreement"), the Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver certain assets, including without limitation, the trademarks set forth on **Schedule A** hereto, including all registrations, extensions and renewals thereof (the "Marks"), and the domain names set forth on **Schedule B** hereto (the "Domain Names") to Assignee at the Closing;

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Marks and Domain Names; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the Assignor's and the Assignee's obligations at the Closing under the Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees derived from the Marks or Domain Names arising beginning as of the Specified Date, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

3. Assistance. Assignor agrees to perform, without further or additional consideration, all acts deemed reasonably necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, (b) reasonable assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings relating specifically to the Marks and/or Domain Names, including providing documents and materials in the possession or control of Assignor, (c) testifying in any legal proceedings relating specifically to the Marks and/or Domain Names, signing lawful papers and making all required lawful oaths relating specifically to the Marks and/or Domain Names at Assignee's expense, and (d) generally

doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Marks and Domain Names. In the event Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time following Assignee's written request any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in any territory which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by Assignor.

4. Effect. This Assignment shall be binding upon the Assignor and the Assignee and their respective successors and permitted assigns. This Assignment is intended only to effect the assignment of certain Assets pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or any of the rights and remedies, and any of the obligations and indemnifications of any party, set forth in the Purchase Agreement.

5. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by .pdf file or facsimile shall be binding for all purposes hereof.

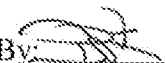
6. Governing Law. This Assignment shall be construed in accordance with the laws of the State of Florida, without regard to the conflicts of laws rules thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

“Assignor”

FLORIDA MARKETING ORGANIZATION LLC,
a Florida limited liability company

By:  _____

Name: Bryan D. Peck

Title: Chief Executive Officer

“Assignee”

BRP MEDICARE INSURANCE III, LLC,
a Florida limited liability company

By: _____

Name: Trevor Baldwin

Title: Authorized Representative

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

“Assignor”

FLORIDA MARKETING ORGANIZATION LLC,
a Florida limited liability company

By: _____
Name: Bryan D. Peck
Title: Chief Executive Officer

“Assignee”

BRP MEDICARE INSURANCE III, LLC,
a Florida limited liability company

By: _____
Name: Trevor Baldwin
Title: Authorized Representative

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005782 FRAME: 0527

Schedule A

Marks

Mark	Registration No.	Registration Date
Florida Medicare Options	4,906,412	February 23, 2016

Schedule B

Domain Names

floridamarketplaceoptions.com
fmoflyers.com
fmobusinesscards.com
cflmg.com
onefmo.com
fmocontract.com
fmoweeklyreport.com
flamedicareoptions.org
flamedicareoptions.com
medicaresoption.com
fmoagentlead.com
medadvantageinfocenter.com
1fmo.com
floridamarketingorganization.com
s101979739.onlinehome.us
cdhp-providers.com
cdhp-sales.com
cdhp-fl.com
communitydiscounthealthplan.com