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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM421757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S.S. Nesbitt & Co., Inc.		03/16/2017	Corporation: ALABAMA

RECEIVING PARTY DATA

Name:	Arthur J. Gallagher & Co.	
Street Address:	Two Pierce Place	
City:	Itasca	
State/Country:	ILLINOIS	
Postal Code:	60143	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87061962	CORE360

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3300

Email: jchester@sidley.com

Correspondent Name: Sidley Austin LLP c/o Julia Chester

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 2000

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Julia M. Chester
SIGNATURE:	/Julia M. Chester/
DATE SIGNED:	03/30/2017

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Assignment</u>"), effective March 15, 2017, ("<u>Effective Date</u>") is by and between S.S. Nesbitt & Co., Inc., a corporation of Alabama, having a principle business address of 5724 Highway 280, East Birmingham, ALABAMA 35242, ("<u>Assignor</u>"), and Arthur J. Gallagher & Co., a corporation of Delaware, having a principle business address of Two Pierce Place Itasca, ILLINOIS 60143 ("<u>Assignee</u>").

WHEREAS, Assignor has adopted, used and filed a pending Trademark Application for the mark CORE360, Serial No. 87/061,962, in the U.S. Patent and Trademark Office ("<u>Trademark</u>"); and

WHEREAS, Assignee desires to acquire the Trademark and all common law rights related thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee, its successors and assigns. This Assignment includes all right, title and interest in and to past damages that may have accrued, whether or not now known to Assignor. Assignee, its successors and assigns will hold and enjoy all right, title and interest, the same as would have been held and enjoyed by Assignor, had this assignment not been made.
- 2. Assignor hereby represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property to the Trademark herein conveyed has been made to others by the Assignor; that the full right to convey the Trademark as herein expressed is possessed by the Assignor; and that Assignee will not challenge the validity, or assist others in challenging the validity or enforceability of the Trademark.
- 3. Assignor hereby covenants and agrees that it will communicate to Assignee all facts known to Assignor relating to the Trademark, and the history thereof, and generally do everything possible which is reasonably necessary for maintaining and enforcing the rights

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conveyed. Assignor will cooperate with Assignee to execute all further agreements, instruments, papers, applications, certificates and other documents and to generally perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or its successors and assigns, the rights hereby transferred, including to obtain recordation of such conveyance, and to vest title to the Trademark, throughout the world in the Assignee without additional compensation.

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute hereafter any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

ASSIGNOR

S. S. NESBITT & CO., INC.

Ву:

Title: PASIONS.

Date: 3/16

ASSIGNEE

ARTHUR J. GALLAGHER & CO.

Bv

Title: / WICK PRESIDENT

Date: MARCH 15, 2017

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RECORDED: 03/30/2017