

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Nonprofit Insurance Company		02/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Nonprofit Companies, Inc.		
Street Address:	233 N. Michigan Avenue		
Internal Address:	Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75502298	FIRST NONPROFIT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	34231-806		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	03/08/2018		
Total Attachments: 5			
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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT dated as of February 28, 2018 (this "Assignment") is entered into among First Nonprofit Insurance Company, a Delaware corporation ("Assignor"), and First Nonprofit Companies, Inc., an Illinois corporation ("Assignee").

WHEREAS, affiliates of Assignee and Assignor are party to that certain Contribution and Stock Purchase Agreement, dated as of November 3, 2017, as amended (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule 1 (the "Assigned Trademark"); and

WHEREAS, Assignee has agreed in the Purchase Agreement to acquire and accept all of Assignor's right, title and interest in, to and under the Assigned Trademark.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement, the parties agree as follows:

SECTION 1. Definitions. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings accorded to them in the Purchase Agreement.

SECTION 2. Assignment. Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts, all of such Assignor's right, title and interest in, to and under the Assigned Trademark, together with all goodwill associated with the use of or symbolized by the Assigned Trademark.

SECTION 3. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant Governmental Authority so as to perfect its ownership of the Assigned Trademark. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the registration for the Assigned Trademark to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

SECTION 4. No Modification of the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

SECTION 5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to

constitute the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

FIRST NONPROFIT INSURANCE COMPANY


By: 
Name: Stephen Ungar
Title: Director & Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006286 FRAME: 0713

ASSIGNEE:

FIRST NONPROFIT COMPANIES, INC.

By: 
Name: Stephen Ungar
Title: Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006286 FRAME: 0714

Schedule 1

Assigned Trademark

Current Owner	Trademark	Serial No.	Filing Date	Regn. No.	Regn. Date
First Nonprofit Insurance Company	FIRST NONPROFIT	75,502,298	15JE1998	2,291,002	09NO1999