

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chernoff Diamond & Co., LLC		04/30/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USI Insurance Services, LLC		
<b>Street Address:</b>	100 Summit Lake Drive		
<b>Internal Address:</b>	Ste 400		
<b>City:</b>	Valhalla		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10595		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5710674	FOCUSED AVERAGE COST TRACKING	
<b>Registration Number:</b>	5710670	F.A.C.T.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	joanna.crosby@hklaw.com,paul.kilmer@hklaw.com, ptdocketing@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Joanna Crosby		
<b>SIGNATURE:</b>	/joannacrosby/		
<b>DATE SIGNED:</b>	05/02/2019		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Agreement**”) is dated as of April 30, 2019 (“**Effective Date**”) and is by and between Chernoff Diamond & Co., LLC, a New York limited liability company (“**Seller**”), and USI Insurance Services LLC, a Delaware limited liability company (“**Purchaser**”). Purchaser and Seller are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Unless the context otherwise requires, terms used in this Agreement that are capitalized and not otherwise defined in context will have the meanings given to them in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Seller, Purchaser, and certain undersigned members of Seller parties thereto, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Purchaser is purchasing certain assets from Seller, including, among other things, the Marks.

WHEREAS, Seller is the owner of the trademark registrations shown in **Exhibit A**, in respect of all goods and services covered by the specifications thereof (collectively, the “**Marks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

WHEREAS, Seller wishes to assign to Purchaser, and Purchaser wishes to acquire from Seller, all its right, title and interest to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Conveyance, Assignment and Transfer.** Seller hereby sells, assigns, transfers and conveys to Purchaser its entire right, title and interest in and to the Marks and related goodwill including, without limitation, any registrations and applications thereof, any renewals of the registrations, and all other corresponding rights that are or may be secured, now or hereafter in effect, for Purchaser’s own use and enjoyment, and for the use and enjoyment of Purchaser’s successors and assigns, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement, dilution, misappropriation or other unauthorized use of the Marks, with the right to sue for, and collect the same for Purchaser’s own use and enjoyment and for the use and enjoyment of its successors and assigns.

2. **Further Actions.** Each of the Parties hereto shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and to consummate and make effective the transactions contemplated hereby.

3. **Recordal.** Seller hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental body, to record this

Assignment and to issue any and all registrations from any and all applications for registration included in the Marks to and in the name of Purchaser.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and assigns. Nothing in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Headings and Recitals. The headings contained in this Agreement are included for purposes of convenience only and do not affect the meaning or interpretation of this Agreement. The recitals to this Agreement are hereby incorporated into and made part of this Agreement by reference to such recitals.

6. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE, AS APPLIED TO AGREEMENTS ENTERED INTO AND ENTIRELY TO BE PERFORMED WITHIN THAT JURISDICTION, WITHOUT REGARD TO THE PRINCIPLES OF COMITY OR THE CONFLICTS OF LAWS PROVISIONS OF ANY JURISDICTION THAT WOULD CAUSE THIS AGREEMENT TO BE GOVERNED OR CONSTRUED IN ACCORDANCE WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

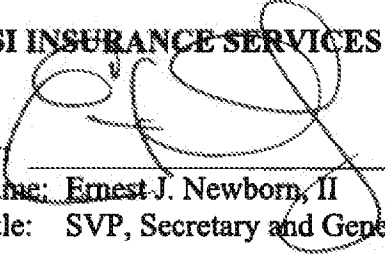
7. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Any executed counterpart of this Agreement delivered by facsimile or other electronic transmission to a Party will constitute and be deemed an original counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**PURCHASER:**

**USI INSURANCE SERVICES LLC**

By:   
Name: Ernest J. Newborn, II  
Title: SVP, Secretary and General Counsel

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 006635 FRAME: 0204**

**SELLER:**

**CHERNOFF DIAMOND & CO., LLC**

By: 

Name: Alexander Chernoff

Title: President

[Signature Page to the Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006635 FRAME: 0205**

**Exhibit A**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Serial No.</u></b>	<b><u>Application Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
FOCUSED AVERAGE COST TRACKING	US	87581780	August 24, 2017	5710674	March 26, 2019
F.A.C.T.	US	87579196	August 22, 2017	5710670	March 26, 2019