# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM533383

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PFG Capital, Inc.		06/30/2019	Corporation: PENNSYLVANIA

### **RECEIVING PARTY DATA**

Name:	Property First Group LP
Street Address:	2451 Kingston Court
City:	York
State/Country:	PENNSYLVANIA
Postal Code:	17402
Entity Type:	Limited Partnership: PENNSYLVANIA

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3972021	STORSMART INSURANCE

#### CORRESPONDENCE DATA

Fax Number: 6172359493

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.

617-951-7169 Phone:

Email: catherine.murray@ropesgray.com

**Correspondent Name:** Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	113397-0008-014
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	07/24/2019

### **Total Attachments: 6**

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### **DOMAIN NAMES TRANSFER AND TRADEMARK ASSIGNMENT AGREEMENT**

This Domain Names Transfer and Trademark Assignment Agreement ("**Agreement**"), dated as of June 30, 2019, is by and among PFG Capital, Inc., a Pennsylvania corporation and PFG Capital LP, a Pennsylvania Corporation (each, an "**Assignor**" and collectively, the "**Assignors**"), and Property First Group LP ("**Assignee**").

WHEREAS, an Assignor is the owner of all right, title, and interest in the domain names and is the registrant of the Domain Names and with registrars listed in <u>Exhibit A</u> (the "**Domain Names**");

WHEREAS, an Assignor is the owner of all right, title, and interest in the trademarks listed in <u>Exhibit B</u> (the "**Trademarks**"; together with the Domain Names, the "**Assigned IP**");

WHEREAS, Assignee wishes to acquire all right, title, and interest in the Trademarks and the Domain Names and the registration thereof; and

WHEREAS, the parties have agreed to Assignors' sale of the Assigned IP to Assignee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of one dollar (\$1) to Assignors in hand paid, and other good and valuable consideration, the full receipt and sufficiency of which are hereby expressly acknowledged, the parties, intending to be legally bound, hereby confirm, acknowledge and agree as follows:

- 1. <u>Domain Names Assignment</u>. Assignors hereby confirm and acknowledge that they have irrevocably assigned and transferred, and they do hereby irrevocably assign and transfer to Assignee:
  - (a) all right, title, and interest in and to the Domain Names, including the current registration thereof with the current registrar listed beside the Domain Names in Exhibit A; and
  - (b) any other rights (including, but not limited to, trademark rights in any jurisdiction) Assignors may have in the Domain Names, including any goodwill associated therewith and any legal or equitable rights to sue and recover for any past, present and future infringements, dilutions, misappropriations, misuses, or violations thereof.

#### 2. Transfer of Domain Names.

- (a) Within five (5) business days following the execution of this Agreement, Assignors shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and cause the Domain Names to be registered and enable Assignee to register the Domain Names in the name of Assignee with the Domain Names registry designated in writing by Assignee ("Assignee's Registrar").
  - (b) The Domain Names will be deemed transferred ("**Transfer**") when:
  - (i) Assignee's Registrar has confirmed the transfer in accordance with its procedures therefor; and
  - (ii) the Assignee has administrative and technical access to the Domain Names, and sole control over where the Domain Names points.
- 3. <u>Trademarks Assignment</u>. Assignors hereby confirm and acknowledge that they have irrevocably assigned and transferred, and they do hereby irrevocably assign and transfer to Assignee:
  - (a) all right, title, and interest in and to the Trademarks listed in Exhibit B; and
  - (b) any other rights (including, but not limited to, moral rights in any jurisdiction) Assignors may have in the Trademarks, (i) including any goodwill connected with the use of, symbolized by or associated

TRADEMARK REEL: 006702 FRAME: 0250 therewith and (ii) any legal or equitable rights to sue and recover for any past, present and future infringements, dilutions, misappropriations, misuses, or violations thereof.

4. <u>Equitable Remedies</u>. Each Assignor acknowledges that a breach or alleged breach by such Assignor under this Agreement may cause Assignee immediate and irreparable harm for which monetary damages may not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such Assignor of any such obligations, Assignee will, in addition to any and all other rights and remedies that may be available in respect of such breach, be entitled to seek equitable relief, including in the form of preliminary or permanent injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

#### 5. Miscellaneous.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. Each party agrees that any dispute shall be brought exclusively in the state or federal courts sitting within the judiciary district of the United States District Court in the Eastern District of Pennsylvania, Philadelphia County, and that it will submit to the jurisdiction of the state or federal courts therein, and to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. This Agreement constitutes the entire agreement between the parties with respect to these subject matters. This Agreement may not be amended, modified or waived except by a written instrument duly executed by all the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) This Agreement shall be binding upon and shall inure to the benefit of each Assignor and Assignee and their respective successors and assigns.
- (c) This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (d) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- (e) This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 006702 FRAME: 0251 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PFG Capital, Inc.
By: Dan Dygert
Name: Daniel W. Dygert
Title: President
Date: 6/26/19
PFG Capital LP
By: PFG Capital, Inc., its General Partner
By: Dan Dygert
Name Daniel U. Dygert
Title: President
Date: 6/26/19
Property First Group LP
By: PEG Capital, Inc., its General Partner
By: Van Dygert
Name: Danier U.50 Dygert
Title: President
Date: 6/26/19

# Exhibit A Domain Names

Domain	REGISTRAR
CONFIRMCHOICE.INFO	GoDaddy.com, LLC
confirmmychoice.com	GoDaddy.com, LLC
MYSECURECHOICE.INFO	GoDaddy.com, LLC
path2protect.com	GoDaddy.com, LLC
PFGDATA.COM	GoDaddy.com, LLC
pfgdocs.com	GoDaddy.com, LLC
PROPERTYFIRSTGROUP.COM	GoDaddy.com, LLC
SECURECHOICE.ME	GoDaddy.com, LLC
SMARTSTORINSURANCE.COM	GoDaddy.com, LLC
ssapptools.com	GoDaddy.com, LLC
ssbrochure.com	GoDaddy.com, LLC
SSDOC.INFO	GoDaddy.com, LLC
SSRMA.COM	GoDaddy.com, LLC

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Domain	REGISTRAR
SSRMA.ORG	GoDaddy.com, LLC
storageletterprogram.com	GoDaddy.com, LLC
STORESMARTINSURANCE.COM	GoDaddy.com, LLC
storesmartupdate.com	GoDaddy.com, LLC
STORGUARDINSURANCE.COM	GoDaddy.com, LLC
storsmart.com	GoDaddy.com, LLC
STORSMARTAUCTIONS.COM	GoDaddy.com, LLC
storsmartdirect.com	GoDaddy.com, LLC
STORSMARTINSURANCE.COM	GoDaddy.com, LLC
STORSMARTREPORTING.COM	GoDaddy.com, LLC
storsmartsinsurance.com	GoDaddy.com, LLC
storsmartupdate.com	GoDaddy.com, LLC

# Exhibit B

### **Trademarks**

Mark <sup>1</sup>	SERIAL NO. / REGISTRATIO N NO. / JURISDICTION	FILING DATE/REGISTRATION DATE	OWNER OF RECORD
smorsmart insurance	85/120,009 3,972,021 United States	August 31, 2010 May 31, 2011	PFG Capital, Inc.
	85/120,009 3,972,021 United States	August 31, 2010 May 31, 2011	PFG Capital, Inc.
CAN YOU SPOT THE SPACE PROTECTED BY  GLOTS GOTT BOSH 990.0.  WHEN STONISK PROTECTED BY  WHEN STONISK PROTECTED BY  GLOTS GOTT BOSH 990.0.  AND STONISK PROTECTED BY  GLOTS GOTT BOSH 990.0.  AND STONISK PROTECTED BY  GLOTS GOTT BOSH 990.0.	85/120,009 3,972,021 United States	August 31, 2010 May 31, 2011	PFG Capital, Inc.

1. Each of the trademarks listed are filed under the same serial number and registration number in the United States. The two picture marks were accepted under Section 8 of the Trademark Act, 15 U.S.C. §1058.

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**TRADEMARK REEL: 006702 FRAME: 0255** 

**RECORDED: 07/24/2019**