# OP \$90.00 4361250

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM559969

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

#### **CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type          |
|-------------------------|----------|----------------|----------------------|
| Assurance Systems, Inc. |          | 09/11/2019     | Corporation: GEORGIA |

#### **RECEIVING PARTY DATA**

| Name:           | Insurance Technologies Corporation |  |  |
|-----------------|------------------------------------|--|--|
| Street Address: | 1415 Halsey Way, Suite 314         |  |  |
| City:           | Carrollton                         |  |  |
| State/Country:  | TEXAS                              |  |  |
| Postal Code:    | 75007                              |  |  |
| Entity Type:    | Corporation: TEXAS                 |  |  |

## **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark    |
|----------------------|---------|--------------|
| Registration Number: | 4361250 | AGENCYTHRIVE |
| Registration Number: | 4361251 | ACCUAGENCY   |
| Registration Number: | 4527794 | ACCUAUTO     |

## **CORRESPONDENCE DATA**

**Fax Number:** 6175231231

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:** 6175701000

**Email:** SAllirampersad@goodwinlaw.com

Correspondent Name: GOODWIN PROCTER LLP

Address Line 1: 100 Northern Avenue

Address Line 4: Boston, MASSACHUSETTS 02210

| ATTORNEY DOCKET NUMBER: | 138613-299595                     |  |
|-------------------------|-----------------------------------|--|
| NAME OF SUBMITTER:      | Shaleena Alli-Rampersad/Paralegal |  |
| SIGNATURE:              | /Shaleena Alli-Rampersad/         |  |
| DATE SIGNED:            | 01/31/2020                        |  |

#### **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>"), made effective as of September 11, 2019, is made by and between Assurance Systems, Inc., a corporation formerly organized and existing under the laws of Georgia, ("<u>Assignor</u>") and Insurance Technologies Corporation, a corporation organized and existing under the laws of Texas ("<u>Assignee</u>").

WHEREAS, Assignor was duly dissolved on September 11, 2019 under the laws of the State of Georgia by the filing of documents in the office of the Secretary of State and by the paying of fees as required by the Official Code of Georgia Annotated and the Rules and Regulations promulgated thereunder;

WHEREAS, pursuant to Articles Four and Five of the Articles of Dissolution of Assignor, all known debts, liabilities and obligations of Assignor were paid and discharged, and all remaining property and assets of Assignor were distributed to its shareholders in accordance with their respective rights and privileges;

WHEREAS, prior to the dissolution of Assignor, Assignor was a wholly-owned subsidiary of Assignee;

WHEREAS, the assets of Assignor, including all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks") were distributed to Assignee upon the dissolution of Assignor; and

WHEREAS, the now parties wish to confirm assignment of the Marks to Assignee, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a scaled instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Assurance Systems, Inc.

Name: Laird Rixford /

Signature:

Title: Chigf Executive Officer

ASSIGNEE: Insurance Technologies Corporation

Name: Laird Rixford

Signature:

Title: Chief Executive Officer

# Exhibit A

# <u>Marks</u>

| Mark         | Jurisdiction | Application No. & Date | Registration No. & Date |
|--------------|--------------|------------------------|-------------------------|
| AGENCYTHRIVE | US           | 85775435               | 4361250                 |
|              |              | Nov. 09, 2012          | Jul. 02, 2013           |
| ACCUAGENCY   | US           | 85775484               | 4361251                 |
|              |              | Nov. 09, 2012          | Jul. 02, 2013           |
| ACCUAUTO     | US           | 85775540               | 4527794                 |
|              |              | Nov. 09, 2012          | May 13, 2014            |

**RECORDED: 01/31/2020** 

Exhibit A - Trademark Assignment