

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNK Insurance Services, LLC		04/20/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Norman-Spencer Agency, LLC		
Street Address:	8075 Washington Village Drive		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45458		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4378890	BIINK INTUITIVE INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	2128945765		
<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:	2129408800		
Email:	ian.farias@katten.com		
Correspondent Name:	Virginia Mann; Katten Muchin Rosenman		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	392744-00003		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	05/19/2020		
Total Attachments: 6			
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OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Omnibus Assignment of Intellectual Property (this “**Assignment**”) is effective as of April 20, 2020 (the “**Effective Date**”) and is by and between BNK Insurance Services, LLC, a limited liability company organized under the laws of the State of Texas (“**Assignor**”) and Norman-Spencer Agency, LLC, a limited liability company organized under the laws of the State of Ohio (“**Assignee**”).

WHEREAS, Assignor is the owner of: (i) the marks depicted on Exhibit A, attached hereto and made a part hereof, and all common law rights, if any, arising out of the use of those marks, and all goodwill associated therewith (collectively, the “**Trademarks**”); (ii) the domain names listed on Exhibit B, attached hereto and made a part hereof, that may be used in connection with the Trademarks (the “**Domain Names**”); (iii) various copyrighted materials and copyrightable subject matter including such materials that may be used in connection with the Trademarks and the Domain Names; and (iv) all other related trade secrets, confidential data and other business information associated therewith (all, collectively, the “**Intellectual Property**”).

WHEREAS, Assignee wishes to acquire all of Assignor’s ownership, rights, title and interest in and to the Intellectual Property, including the Intellectual Property identified on Exhibit A and Exhibit B attached hereto and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee all of Assignor’s ownership, rights, title and interest in and to the Intellectual Property, and the goodwill associated therewith, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, as set forth in that certain Membership Interest and Asset Purchase Agreement, by and among Assignor, Assignee and the other parties thereto, entered into simultaneously herewith (the “**Purchase Agreement**”), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment of Intellectual Property. Assignor hereby irrevocably conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in, to and under the Intellectual Property, including the Trademarks and Domain Names set forth on Exhibit A and Exhibit B hereto, together with any and all goodwill connected with and symbolized by the Intellectual Property free and clear of all Liens other than Permitted Liens, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by each Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

3. Record with Required Offices. Following the execution of this Assignment, and at Assignee's request, Assignor shall take all steps necessary to effect the transfer of the Intellectual Property to Assignee. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Intellectual Property.

4. Additional Actions. At Assignee's request, Assignor shall timely execute and deliver to Assignee any additional consents and further assignment documents that may be required to give full effect to this Assignment. Until such time as all of the assignments of Assignor's Intellectual Property in all jurisdictions set forth in the annexed Exhibits are duly recorded with the responsible government offices (the "**Interim Period**"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed to be the owner of the Trademarks and Domain Names. If it shall be necessary to record this Assignment, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's Intellectual Property shall become due for any maintenance filings, renewals or other recordations during the Interim Period, Assignor shall likewise reasonably cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of this Assignment and any other assignments hereunder shall be made at Assignee's expense.

5. Conflict with Purchase Agreement. This Assignment is made expressly subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms and provisions of the Purchase Agreement shall govern.

6. Entire Agreement. This Assignment, together with the Purchase Agreement (and all exhibits thereto) entered into between the parties simultaneously herewith, embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations, agreements, or drafts of agreement, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter which are not set forth in the Purchase Agreement and/or this Assignment.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to provisions thereof regarding conflict of laws. All disputes between the parties and not otherwise resolved amicably shall be brought in any federal or state court located in the State of Delaware in New Castle County and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such Proceeding; provided, that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

8. Counterparts. This Assignment may be executed in any number of exchanged counterparts, whether by PDF file or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

BNK INSURANCE SERVICES, LLC

By: 

Name: Matthew Nangle

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

NORMAN-SPENCER AGENCY, LLC

By: _____

Name:

Title:

[Signature Page to the Omnibus Assignment of Intellectual Property]

TRADEMARK
REEL: 006941 FRAME: 0958

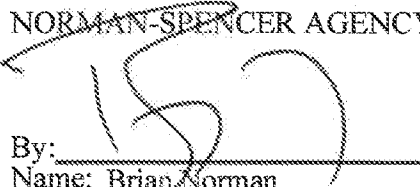
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

BNK INSURANCE SERVICES, LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

NORMAN-SPENCER AGENCY, LLC

By:  _____
Name: Brian Norman
Title: President

[Signature Page to the Omnibus Assignment of Intellectual Property]

Exhibit A

Trademarks

Registered Trademarks

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>	<u>Registered Owner</u>
BIINK INTUITIVE INSURANCE	4,378,890	08/06/2013	36	BNK Insurance Services, LLC

Common law Trademarks

BNK INSURANCE SERVICES

BIINK INTUITIVE INSURANCE



BiiNK
intuitive insurance

Exhibit B

Domain Names

1. <bnkins.com>
2. <bnkllc.com>
3. <bnkinsurance.com>