

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brickell Financial Services-Motor Club, Inc.		06/15/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Agero Driver Assistance Services, Inc.		
Street Address:	400 River's Edge Drive		
City:	Medford		
State/Country:	MASSACHUSETTS		
Postal Code:	02155		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2784355	ROAD AMERICA	
Registration Number:	2851016	HOME ASSIST	
Registration Number:	2911871	DRIVER'S SECURITY	
Registration Number:	2923149	SECURITY PLATINUM	
Registration Number:	2920863	SECURITY PLATINUM	
Registration Number:	3927651	FLEET ASSIST	
Registration Number:	4143148	TRUCK ASSIST	
Registration Number:	3927665	AUTO ASSIST	
Registration Number:	3927670	SOMEDAY YOU'LL BREAK DOWN AND THANK US	
Registration Number:	3927671	TESTED PROVEN TRUSTED	
Registration Number:	3927684	MAKING THE DIFFERENCE	
Registration Number:	3927712	ROAD AMERICA MOTOR CLUB	
Registration Number:	3928008	SOMEDAY THEY'LL BREAK DOWN AND THANK YOU	
Registration Number:	3928010	RADIISNT	
Registration Number:	4132437	DRIVE ON	
Registration Number:	4005315	DRIVER'S SECURITY	
Registration Number:	4018487	ROAD AMERICA MOTOR CLUB	
Registration Number:	4005428	CYCLE ASSIST	
Registration Number:	4015213	HOME AMERICA	
TRADEMARK			

OP \$640.00 2784355

Property Type	Number	Word Mark
Registration Number:	4005429	RV ASSIST
Registration Number:	4005430	SECURITY PLATINUM
Registration Number:	4158686	LOCATEME
Registration Number:	4080071	BECAUSE THERE'S NEVER ANY TIME TO LOSE.
Registration Number:	4455620	RAPID ROAD AMERICA PAYMENT INTERFACE DAS
Registration Number:	5268830	ROADSIDE TRAX

CORRESPONDENCE DATA

Fax Number: 6176468646
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: 617-646-8000
Email: drwtrademarks@wolfgreenfield.com
Correspondent Name: Douglas R. Wolf
Address Line 1: 600 Atlantic Avenue
Address Line 2: Wolf, Greenfield & Sacks, P.C.
Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	C1062.40000US00
NAME OF SUBMITTER:	Douglas R. Wolf
SIGNATURE:	/drw/
DATE SIGNED:	07/02/2020

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of June 15, 2020, and is between Brickell Financial Services-Motor Club, Inc., d/b/a Road America, a corporation organized under the laws of the State of Florida (the "Assignor") and Agero Driver Assistance Services, Inc., a corporation organized under the laws of the State of Delaware (the "Assignee").

WHEREAS, the Assignor is the owner of the United States trademark registrations and applications therefor set forth on Schedule A hereto, together with the common law rights to the trademarks identified therein, together with the goodwill of the business associated therewith (collectively referred to as the "Marks"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of May 27, 2020, by and among the Assignor and Assignee and Road America Motor Club, Inc. (the "Purchase Agreement"), the Assignor has agreed to transfer all of the Assignor's right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire Assignor's rights in the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and assigns, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previous, current or future infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. The parties hereto consent to the recordation of this Trademark Assignment with the U.S. Patent and Trademark Office, and any state or foreign trademark office.

2. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement, including but not limited to the Governing Law provisions set forth in Section 11.11 of the Purchase Agreement, and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. The Assignor makes no representations or warranties with respect to the Marks except as expressly set forth in the Purchase Agreement.

3. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

4. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee.

5. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. For no additional consideration, Assignor shall execute and deliver any and all instruments, documents, and further assignments, and take any such further actions as may be necessary or reasonably requested by Assignee to effectuate this assignment and/or to document and record with the appropriate authorities the aforesaid assignment and transfer of the Marks.

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

BRICKELL FINANCIAL SERVICES – MOTOR CLUB,
INC. D/B/A ROAD AMERICA

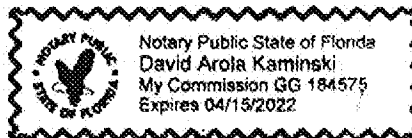
By: Jair Marrugo
Name: Jair Marrugo
Title: President, CEO and Regional General Manager

By: Ernesto Munizaga
Name: Ernesto Munizaga
Title: Vice President

Miami-Dade County)
State of Florida) ss.
)

Subscribed and sworn to before me
on this 12th day of July, 2020

Notary Public



[Signature Page to Trademark Assignment]

AGERO DRIVER ASSISTANCE SERVICES, INC.

By: *[Signature]*

Name:

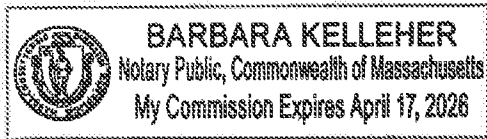
Title:

PETER C. NECHELES
Senior Vice President, General Counsel

[county] *Middlesex*)
)
[State] *Massachusetts*) ss.

Subscribed and sworn to before me
on this *10th* day of *June*, 20*20*

[Signature]
Notary Public



On this *10th* day of *June*, 20*20*, before
me the undersigned notary public personally appeared
Peter C. Necheles
and provided to me through satisfactory evidence of
identification, which were
Personally known
to be the person whose name is signed on the preceding
or attached document, and acknowledged to me that
he/she signed it voluntarily for its stated purpose.
[Signature]
BARBARA KELLEHER, Notary Public
My Commission Expires April 17, 2026

[Signature Page to Trademark Assignment]

Schedule A

Trademark Applications and Trademark Registrations

Trademark / Application Serial No. / Registration No.
<u>ROAD AMERICA</u> REGISTRATION NO.: 2784355 APPLICATION SERIAL NO.: 78185045
<u>HOME ASSIST</u> REGISTRATION NO.: 2851016 APPLICATION SERIAL NO.: 78269703
<u>DRIVER'S SECURITY</u> REGISTRATION NO.: 2911871 APPLICATION SERIAL NO.: 78355891
<u>SECURITY PLATINUM</u> REGISTRATION NO.: 2923149 APPLICATION SERIAL NO.: 78355925
<u>SECURITY PLATINUM</u> REGISTRATION NO.: 2920863 APPLICATION SERIAL NO.: 78355910
<u>FLEET ASSIST</u> REGISTRATION NO.: 3927651 APPLICATION SERIAL NO.: 77940261
<u>TRUCK ASSIST</u> REGISTRATION NO.: 4143148 APPLICATION SERIAL NO.: 77940246
<u>AUTO ASSIST</u> REGISTRATION NO.: 3927665 APPLICATION SERIAL NO.: 77943988

Trademark / Application Serial No. / Registration No.

SOMEDAY YOU'LL BREAK DOWN AND THANK US
REGISTRATION NO.: 3927670
APPLICATION SERIAL NO.: 77945653

TESTED PROVEN TRUSTED
REGISTRATION NO.: 3927671
APPLICATION SERIAL NO.: 77945673

MAKING THE DIFFERENCE
REGISTRATION NO.: 3927684
APPLICATION SERIAL NO.: 77951379

ROAD AMERICA MOTOR CLUB
REGISTRATION NO.: 3927712
APPLICATION SERIAL NO.: 77961931


SOMEDAY THEY'LL BREAK DOWN AND THANK YOU
REGISTRATION NO.: 3928008
APPLICATION SERIAL NO.: 85001732

RADIISNT
REGISTRATION NO.: 3928010
APPLICATION SERIAL NO.: 85002744

DRIVE ON
REGISTRATION NO.: 4132437
APPLICATION SERIAL NO.: 85035633

DRIVER'S SECURITY
REGISTRATION NO.: 4005315
APPLICATION SERIAL NO.: 85164114

ROAD AMERICA MOTOR CLUB
REGISTRATION NO.: 4018487
APPLICATION SERIAL NO.: 85163996

Trademark / Application Serial No. / Registration No.
<u>CYCLE ASSIST</u> REGISTRATION NO.: 4005428 APPLICATION SERIAL NO.: 85181785
<u>HOME AMERICA</u> REGISTRATION NO.: 4015213 APPLICATION SERIAL NO.: 85181794
<u>RV ASSIST</u> REGISTRATION NO.: 4005429 APPLICATION SERIAL NO.: 85181790
<u>SECURITY PLATINUM</u> REGISTRATION NO.: 4005430 APPLICATION SERIAL NO.: 85181799
<u>LOCATEME</u> REGISTRATION NO.: 4158686 APPLICATION SERIAL NO.: 85250979
<u>BECAUSE THERE'S NEVER ANY TIME TO LOSE.</u> REGISTRATION NO.: 4080071 APPLICATION SERIAL NO.: 85329593
<u>RAPID ROAD AMERICA PAYMENT INTERFACE DASHBOARD and Design</u>  REGISTRATION NO.: 4455620 APPLICATION SERIAL NO.: 85519426
<u>ROADSIDE TRAX</u> REGISTRATION NO.: 5268830 APPLICATION SERIAL NO.: 86933814