TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM619878

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bader Company		06/30/2019	Corporation: INDIANA

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:	4982420	BADER1 COMPANY

CORRESPONDENCE DATA

Fax Number: 5123225201

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: 5123225200

Email: tmcentral@pirkeybarber.com

Correspondent Name: Anna Kuhn

Address Line 1: 1801 East 6th Street, Suite 300

Address Line 4: Austin, TEXAS 78702

NAME OF SUBMITTER:	Anna Kuhn
SIGNATURE:	/Anna Kuhn/
DATE SIGNED:	01/12/2021

Total Attachments: 6

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> **TRADEMARK** REEL: 007202 FRAME: 0302

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>") is entered into as of June 30, 2019, by and between Bader Company, an Indiana corporation ("<u>Assignor</u>"), and Property First Group, LP, an Pennsylvania limited partnership ("<u>Assignee</u>"), pursuant to that certain Asset Purchase Agreement by and among Assignor and Assignee, dated as of April 12, 2019 (the "<u>Asset Purchase Agreement</u>"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks listed on Schedule A attached hereto ("Trademarks"), the copyrights listed on the same Schedule A ("Copyrights"), the issued patents and patent applications listed on the same Schedule A ("Patents"), and the domain names listed on the same Schedule A (the "Domain Names," and collectively with Trademarks, Copyrights and Patents, the "Intellectual Property Assets"); and

WHEREAS, the Assignors and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices (where applicable) and any other appropriate governmental or administrative offices (where applicable) as the case may be, and that the assignment of the registered Copyrights be made of record in the United States Copyright Office (where applicable), all foreign copyright offices (where applicable) and any other appropriate governmental or administrative office (where applicable).

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

- 1. <u>Assignment</u>. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to all of the Assignor's Intellectual Property Assets, including the following assignments:
- (a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business of the Assignor as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.
- (b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

- (c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.
- (d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.
- (e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.
- 2. <u>Cooperation and Recordation</u>. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. The Assignors further agree that all necessary records of the Assignors to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to the Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.
- 3. <u>Governing Law.</u> This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.
- 4. <u>Delivery of Tangible Items</u>. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.
- 5. <u>Maintenance</u>. The Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the earlier of (i) the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets, which Assignee shall promptly attend to, or (ii) thirty (30) days after the Assignor gives written notice to the Assignee of the termination of such maintenance undertakings in this Section 5, which notice will not be sent until at least one

hundred fifty (150) days after the date of this Assignment. All responsibility for docketing and instructions for the Assignor to take any interim action with regards to maintenance of Intellectual Property Assets shall be the sole responsibility of the Assignee as of the date of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR

BADER COMPANY

an Indiana corporation

DocuSigned by: Timothy & Stapleford

By: Timothy Stapleford Name:

Its: Chairman

ASSIGNEE

PROPERTY FIRST GROUP, LP

a Pennsylvania limited partnership by its General Partner PFG Capital, Inc.

By:

Mike Rhoads Name: Its: Secretary

SCHEDULE A

Registered Trademarks and Service Marks

/Mark/Design	Jurisdiction	/Registration Number	Registration	Current
			<u>Date</u>	Status
"BADER	USPTO	4,982,420	6/21/2016	Live
Company" &				
Design				
There are no other registered Trademarks or Service Marks				

<u>Unregistered Trademarks and Service Marks</u>

Power of Partnership"

"Bader Company

Storage Coverage You Need!"1

Copyrights

• There are no registered Copyrights to Assignor.

Patents and Patent Applications

None.

Trade Names

• There are no other registered Trade Names to Assignor.

Domain Names

[&]quot;InsuraTrac"

[&]quot;StorInsur"

[&]quot;RINetwork"

[&]quot;More than insurance. Assurance."

[&]quot;Disaster Response Team"

[&]quot;Insurance. Experience. Partnership"

[&]quot;Trust the #1 in point-of-lease insurance"

[&]quot;More Than Renters Insurance. Assurance."

[&]quot;Bader Company

¹ The foregoing list does not include all unregistered Trademarks and Copyrights given the extensive nature of identifying and assembling such a list. However, Seller acknowledges that all of its Trademarks and Copyrights, whether registered or unregistered, are part of the Purchased Assets.

- bader.company
- baderco.adult
- baderco.biz
- baderco.com
- baderco.net
- baderco.org
- baderco.porn
- baderco.us
- baderco.xxx
- badercompany.adult
- badercompany.com
- badercompany.info
- badercompany.net
- badercompany.org
- badercompany.porn
- badercompany.us
- badercompany.xxx
- baderu.com
- baderu.info
- baderu.net
- baderu.org
- baderuniversity.com
- baderuniversity.net
- baderuniversity.org
- bobbadercompany.com
- bobbadercompany.net
- bobbadercompany.org
- bobbadercompanyinsuranceagency.com
- bobbadercompanyinsuranceagency.net
- bobbadercompanyinsuranceagency.org
- insuratrac.com
- insuratrac.net
- insuratrac.org
- rinetwork.com
- rinetwork.net
- storeandinsure.com
- storeandinsure.net
- storeinsure.com
- storeinsure.net
- storinsur.com
- storinsur.net

RECORDED: 01/12/2021