

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670427

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brit Insurance USA Holdings Inc.		08/10/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scion Underwriting Services, Inc.		
<b>Street Address:</b>	3333 Lee Parkway, Suite 200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75219		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5885945	SCION UNDERWRITING SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	216-781-1212		
<b>Email:</b>	trademarks@walterhav.com		
<b>Correspondent Name:</b>	Sean F. Mellino		
<b>Address Line 1:</b>	1301 E. Ninth St., Suite 3500		
<b>Address Line 2:</b>	The Tower at Erievue		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	72019-001US200		
<b>NAME OF SUBMITTER:</b>	sean f. mellino		
<b>SIGNATURE:</b>	/sean f. mellino/		
<b>DATE SIGNED:</b>	08/26/2021		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment Agreement") is entered into as of August 10, 2021, by and between Scion Underwriting Services, Inc., an Illinois corporation (the "Company"), and Brit Insurance USA Holdings Inc., an Illinois corporation (the "Seller").

**WHEREAS**, the Seller is the owner and registrant of the service mark "Scion Underwriting Services" which was registered on October 15, 2019 with the United States Patent and Trademark Office with registration number 5,885,945 (the "Service Mark");

**WHEREAS**, pursuant to the terms of a Stock Purchase Agreement, dated as of June 13, 2021, by and between the Seller and TAG Agency Holdings, Inc., a Delaware corporation (the "Buyer"), the Seller transferred all of its right, title and interest in the Company to the Buyer on June 28, 2021 (the "Stock Sale");

**WHEREAS**, in connection with the Stock Sale, Seller desires to assign all of its right, title and interest in and to the Service Mark to the Company and the Company desires to acquire the Service Mark; and

**WHEREAS**, the Seller hereby authorizes the United States Patent and Trademark Office to transfer the Service Mark to the Company upon the Company's request.

**NOW, THEREFORE**, for the payment of USD\$1, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale and Transfer of Service Mark.

a) For USD\$1 paid to the Seller by or on behalf of the Buyer, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, effective as of June 28, 2021, the Seller hereby sells, conveys, assigns, transfers and delivers to the Company, free and clear of all liens, all of Seller's right, title and interest in and to the Service Mark, including, without limitation, (i) all registrations therefor, (ii) any right to renew such registrations, (iii) the goodwill represented by the Service Mark, (iv) all rights of any kind whatsoever of Seller accruing under the Service Mark and any registrations therefor provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (v) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Service Mark and (vi) any and all claims and causes of action with respect to the Service Mark, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The Company hereby accepts such assignment of the Service Mark.

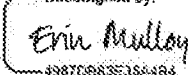
b) Seller hereby authorizes the United States Patent and Trademark Office to record and register this Assignment Agreement and the assignment contemplated hereby upon request by the Company. Upon reasonable request by the Company, the Seller will execute additional documents and take other action as may be reasonably necessary or desirable to record or memorialize the assignment of the Service Mark set forth herein or to otherwise effect the terms of this Assignment Agreement in a manner reasonably necessary to convey to the Company all of Seller's right, title and interest in and to the Service Mark. Seller has not and will not otherwise delete, transfer, or reserve registration of the Service Mark.

2. **Miscellaneous.** This Assignment Agreement and the rights of the parties hereto will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

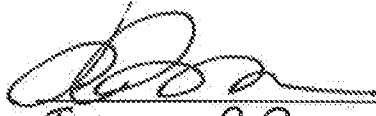
*[signature pages follow]*

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed by their duly authorized representatives as of the day and year first above written.

SCION UNDERWRITING SERVICES, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Erin Mulloy  
Title: Vice President

BRIT INSURANCE USA HOLDINGS INC.

By:  \_\_\_\_\_  
Name: James R Payne III  
Title: Director and President

*[Signature Page to Scion Service Mark Assignment Agreement]*