

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Financial Benefit Services, LLC		09/22/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Higginbotham Insurance Agency, Inc.		
Street Address:	500 West 13th Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6061832	FBS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	57322-103		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	09/27/2021		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of September 22 2021, by Financial Benefit Services, LLC, a Texas limited liability company ("Assignor"), in favor of Higginbotham Insurance Agency, Inc., a Texas corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Contribution and Asset Acquisition Agreement, dated as of the date hereof ("Contribution and Asset Acquisition Agreement"), Assignor sold, assigned, transferred, contributed, conveyed, and delivered all of its right, title and interest in or to certain assets of Assignor, including the Assigned Trademarks (defined below), to Assignee; and

WHEREAS, pursuant to the Contribution and Asset Acquisition Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

AGREEMENT

Assignor agrees as follows:

1. Assignment of the Assigned Trademarks. Assignor hereby irrevocably sells, assigns, transfers, contributes, conveys and delivers to Assignee, all of Assignor's entire right, title, and interest in, including common law and statutory domestic and foreign rights, to and under any and all (a) trademarks and trademark registrations and applications for registration listed in Exhibit A, (b) goodwill associated therewith and symbolized thereby, (c) applications, registrations or certificates, and all extensions and renewals of such applications, registrations and certificates that may be issued or granted, (d) income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing, (e) past, present or future claims or causes of actions, either in law or equity, arising out of or related to any infringement, dilution, unfair competition, or other violation of the foregoing, including, without limitation, the right to sue or enforce, and (f) the right throughout the world to file applications and/or renewals and obtain registrations in any of the foregoing in Assignee's own name throughout the world, including, without limitation, all rights of priority (collectively, "Assigned Trademarks"). The recitals to this Assignment are hereby incorporated into, and made a part of, this Assignment for all purposes.

2. General Provisions.

2.1 Further Actions. Assignor covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transactions contemplated by this Assignment and the Contribution and Asset Acquisition Agreement, including in the implementation or perfection of this Assignment and the recording and execution of any additional documents necessary to facilitate the assignment of the Assigned Trademarks in any jurisdiction.

2.2 Governing Law. This Assignment will be governed by and construed under

the laws of the State of Texas without regard to conflicts of laws principles that would require the application of any other law.

2.3 Assignments and Successors. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the parties hereto.

2.4 Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.


2.5 Terms of the Contribution and Asset Acquisition Agreement. The terms of the Contribution and Asset Acquisition Agreement, including, but not limited to, all representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Contribution and Asset Acquisition Agreement shall remain in full force and effect to the full extent provided therein. If the terms and conditions of this Assignment conflict with the terms and conditions of the Contribution and Asset Acquisition Agreement, the terms and conditions of the Contribution and Asset Acquisition Agreement shall prevail.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

FINANCIAL BENEFIT SERVICES, LLC, a Texas limited liability company

By: 
Name: Kyle James
Title: President

ASSIGNEE:

HIGGINBOTHAM INSURANCE AGENCY, INC.,
a Texas corporation

By: _____
Name: James A. Krause
Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

FINANCIAL BENEFIT SERVICES, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

HIGGINBOTHAM INSURANCE AGENCY, INC.,
a Texas corporation

By: _____
Name: James A. Krause
Title: Chief Financial Officer

Exhibit A
ASSIGNED TRADEMARKS

Mark	Registration Number	Serial Number	Earliest continued Use & Incontestability May be Filed	Latest Continued Use May be Filed Without a Fee	Latest continued Use May be Filed with a Penalty Fee
FBS (Logo Mark)	6061832	88383113	05/26/2025	05/26/2026	11/26/2026