

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699936

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|---|--|--------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| J.M. INSURANCE AGENCY INC. | | 12/31/2021 | Corporation: TENNESSEE |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6167098 | BUILDING TRUSTED RELATIONSHIPS | |
| Registration Number: | 6323279 | DEALERSECURE | |
| 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: | 57322-111 | | |
| NAME OF SUBMITTER: | Nancy Graham | | |
| SIGNATURE: | /Nancy Graham/ | | |
| DATE SIGNED: | 01/05/2022 | | |
| Total Attachments: 5 | | | |
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made to be effective as of December 31, 2021 (the "Effective Date") by J.M. Insurance Agency Inc., a Tennessee ("Assignor"), in favor of Higginbotham Insurance Agency, Inc., a Texas corporation ("Assignee").

Pursuant to that certain Asset Purchase Agreement entered into by and among Assignor, Assignee and Beau F. Massengille, an individual resident of the State of Tennessee, dated as of the Effective Date ("Purchase Agreement"), Assignor sold, assigned, transferred, 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.

Under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

Assignor agrees as follows:

1. Assignment of the Assigned Trademarks. Assignor hereby irrevocably sells, assigns, transfers, 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) all trademarks and trademark registrations and applications for registration listed in **Exhibit A** hereto; (b) all goodwill associated therewith and symbolized thereby; (c) all applications, registrations or certificates, and all extensions and renewals of such certificates, registrations and applications, and all renewals thereof, that may be issued or granted; (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing; (e) any 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 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").

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 Purchase 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. **THE EXECUTION, INTERPRETATION AND PERFORMANCE OF THIS ASSIGNMENT, AND ANY DISPUTES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT, INCLUDING ANY FRAUD OR TORT CLAIMS, SHALL BE GOVERNED BY THE INTERNAL LAWS AND JUDICIAL DECISIONS OF THE STATE OF TENNESSEE.**

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 any number of counterparts (including by electronic signature and/or e-mail counterparts), all of which shall be considered an original and all of which, together, shall constitute a single instrument. It shall not be necessary that any counterpart be signed by each of the parties hereto so long as each counterpart shall be signed and delivered by one of the parties hereto and so long as the other party hereto shall sign and deliver at least one counterpart.

2.5 Terms of the Purchase Agreement. The terms of the Purchase 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 Purchase Agreement shall remain in full force and effect to the full extent provided therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. If the terms and conditions of this Assignment conflict with the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

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

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

J.M. INSURANCE AGENCY INC., a Tennessee corporation

By: 

Name: _____

Title: _____

ASSIGNEE:

HIGGINBOTHAM INSURANCE AGENCY, INC.,
a Texas corporation

By: _____

Name: James A. Krause

Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

J.M. INSURANCE AGENCY INC., a Tennessee corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

HIGGINBOTHAM INSURANCE AGENCY, INC.,
a Texas corporation

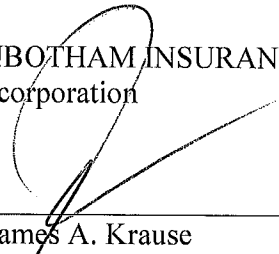
By:  _____
Name: James A. Krause
Title: Chief Financial Officer

Exhibit A
ASSIGNED TRADEMARKS

| Mark | Filing Date | Registration No. | Registration Date | Type of Mark | Country |
|---------------------------------------|--------------------|-------------------------|--------------------------|---------------------|-----------------------------------|
| BUILDING TRUSTED RELATIONSHIPS | August 21, 2019 | 6167098 | October 6, 2020 | SERVICE MARK | U.S.A. (USPTO Principal Register) |
| DealerSecure | September 11, 2019 | 6323279 | April 13, 2021 | SERVICE MARK | U.S.A. (USPTO Principal Register) |

End of Exhibit.