

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RISK MANAGEMENT STRATEGIES LLC		01/07/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RSC INSURANCE BROKERAGE, INC.		
Street Address:	160 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3610550	RISK MANAGEMENT STRATEGIES	
CORRESPONDENCE DATA			
Fax Number:	6178781345		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	134398.00075		
NAME OF SUBMITTER:	Elizabeth Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	01/26/2022		
Total Attachments: 5			
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source=Pages from Trademark_and_Domain_Purchase_Agreement_1-7-22.docx#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is dated to be effective as of January 7, 2022, by and between RISK MANAGEMENT STRATEGIES LLC., a California limited liability company, with its principal place of business at 20 B Mariposa Avenue, San Anselmo, CA 94960 (“Assignor”) and RSC INSURANCE BROKERAGE, INC., an Delaware corporation, with its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“Assignee”).

RECITALS

A. Assignor is the owner of certain trademarks and associated registrations that are identified on Schedule 1 attached to this Agreement (the “Trademarks”).

B. Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Trademark(s) pursuant to the terms and conditions of that certain Trademark and Domain Name Assets Purchase and Assignment Agreement, effective as of the same date as this Agreement and among the parties listed therein (the “Purchase Agreement”), and the capitalized terms used in this Agreement but not otherwise defined herein shall have the definitions set forth in the Purchase Agreement.

C. Assignee wishes to obtain a transfer of all rights and registrations of the Trademarks from Assignor, and Assignor wishes to make such a transfer upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual covenants and agreements to be performed as set forth in this Agreement and the Purchase Agreement, agree as follows:

1. **Assignment.** Assignor hereby irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all right, title and interest in and to the Trademarks, together with all goodwill associated therewith (if any) and the right to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, passing off or misappropriation of the Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Trademarks.

2. **Trademark Office Authorization.** Assignor and Assignee represent, warrant, authorize and request the Commissioner for Patents and Trademarks of the United States to register and/or issue all such Trademarks and/or other grants of protection upon said Trademarks to the Assignee or to such nominees as it may designate.

3. **Purchase Agreement.** This Agreement shall be subject to the provisions of the Purchase Agreement, mutatis mutandis.

4. **Execution.** Assignor and Assignee have read this Agreement in its entirety and understand its terms and consequences. Each of the undersigned has the authority to enter into this Agreement and bind the party on whose behalf he or she has signed this Agreement.

5. **Recitals.** The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

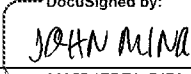
6. **Counterparts**. This Agreement may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, Assignee has executed this Agreement to be effective as of the day and year first written above.

ASSIGNEE:

RSC INSURANCE BROKERAGE, INC.

DocuSigned by:
By: 
Name: John Mina
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor has executed this Agreement to be effective as of the day and year first written above.

ASSIGNOR:

RISK MANAGEMENT STRATEGIES LLC

DocuSigned by:
By: Jeff McKinley
Name: Jeffrey G. McKinley
Title: Principal

SCHEDULE 1

Trademarks

U.S. Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Register
RISK MANAGEMENT STRATEGIES	77180473	May 14, 2007	3610550	Apr. 21, 2009	Supplemental