

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764294

<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>
First Student, Inc.		08/16/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Insurance and Indemnity Corp.		
<b>Street Address:</b>	600 Vine Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Corporation: VERMONT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86542604	FIRST ACTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5139778141		
<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>	5139778200		
<b>Email:</b>	april.besl@dinsmore.com		
<b>Correspondent Name:</b>	April L. Besl		
<b>Address Line 1:</b>	255 E. Fifth St., Suite 1900		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	April L. Besl		
<b>SIGNATURE:</b>	/april l besl/		
<b>DATE SIGNED:</b>	10/28/2022		
<b>Total Attachments: 4</b>			
source=Intellectual Property Assignment (FS)#page1.tif			
source=Intellectual Property Assignment (FS)#page2.tif			
source=Intellectual Property Assignment (FS)#page3.tif			
source=Intellectual Property Assignment (FS)#page4.tif			

OP \$40.00 86542604

## INTELLECTUAL PROPERTY

### ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") from FIRST STUDENT, INC., a Delaware corporation ("Assignor"), and NATIONAL INSURANCE AND INDEMNITY CORP., a Vermont corporation ("Assignee") is entered into effective as of August 16, 2022 (the "Effective Date").

WHEREAS, the Assignor is the owner of certain trademarks and service marks set forth on Exhibit A attached to this Assignment (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both members of the same Consolidated Group as defined in Treasury Regulation section 1.1502-1, so that the assignment of the Trademarks by Assignor to Assignee will be an assignment within a Consolidated Group.

NOW, THEREFORE, for \$1.00, the receipt of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Trademarks. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, their entire right, title and interest existing as of the date hereof in and to and under the following and the goodwill of the business symbolized thereby:

a. all Trademarks;

b. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks including without limitation common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively referred to as "Trademark Related Rights");

c. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Trademark Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. any and all rights in and to obtain registrations, renewals or registration or other legal protections pertaining to the Trademarks and Trademark Related Rights.

2. Further Acts. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may reasonably deem necessary to secure to Assignee or to its designee the copyright, trademark, patent, trade secret and other intellectual property rights herein assigned.

3. Miscellaneous.

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to Ohio's conflict of laws principles.

c. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable, that provision will be fully severable, and this Assignment will be construed and enforced as if the illegal, invalid or unenforceable provision never comprised a part of this Assignment; and the remaining provisions of this Assignment will remain in full force and effect. Furthermore, in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as part of this Assignment a provision as similar in its terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

d. Entire Agreement. This Assignment supersedes all prior or contemporaneous understandings, agreements, negotiations and discussions, whether oral or written, between the parties concerning this subject matter and constitute the entire agreement between the parties with regard to this subject matter. The provisions of this Assignment may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings.

e. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

f. Amendments. The parties may not amend this Assignment, except by written agreement that each party executes and that is identified itself as an amendment to this Assignment.

g. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Execution of this Assignment via facsimile will be effective, and signatures received via facsimile or by other electronic means, such as portable document format (.pdf) file, will be binding upon the parties and effective as originals. The parties expressly acknowledge that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmittal, such as portable document format (.pdf) file, will be deemed to be "written" and a "writing" for all purposes of this Assignment.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned has executed this instrument and it is effective as of the Effective Date

ASSIGNOR:

FIRST STUDENT, INC.

By: Michael Petruca

Name: Michael Petruca

Title: Secretary

ASSIGNEE:

NATIONAL INSURANCE AND INDEMNITY CORP.

By: T. P. Lutz

Name: Timothy Lutz

Title: Director

**EXHIBIT A  
TRADEMARKS**

Country	Trademark Name & Owner Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class: Goods/Service
US	FIRST ACTS & Design Owner: First Student, Inc.	Registered	86/542604	23-Feb-2015	4826752	06-Oct-2015	Class 42: Providing non-downloadable software for tracking student conduct
CA	FIRST ACTS & Design Owner: First Student, Inc.	Registered	1735435	02-Jul-2015	958912	29-Dec-2016	Class 42: Providing a website featuring non-downloadable software for tracking student conduct.
CA	LAIDLAW Owner: First Student, Inc.	Registered	1404504	23-Jul-2008	TMA849276	23-Apr-2013	Class 39: Transportation services, namely transportation of passengers by motor vehicle; and logistics planning services, namely optimizing routes for motor vehicles.
CA	LAIDLAW & DESIGN Owner: First Student, Inc.	Registered	1070530	10-Aug-2000	TMA726960	27-Oct-2008	Class 39: Transportation services, namely transportation of passengers by motor vehicle; and logistics planning services, namely optimizing routes for motor vehicles.
CA	LAIDLAW & Design (Color) Owner: First Student, Inc.	Registered	1070527	10-Aug-2000	TMA726955	27-Oct-2008	Class 39: Transportation services, namely transportation of passengers by motor vehicle; and logistics planning services, namely optimizing routes for motor vehicles.
CA	LAIDLAW EDUCATION SERVICES Owner: First Student, Inc.	Registered	1070528	10-Aug-2000	TMA726958	27-Oct-2008	Class 39: Transportation services, namely transportation of passengers by motor vehicle; and logistics planning services, namely optimizing routes for motor vehicles.
CA	RIDE-TO-SCHOOL Owner: First Student, Inc.	Registered	1618535	15-Mar-2013	TMA901089	14-Apr-2015	Class 39: Transportation of students by bus and charter bus services