

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829577

<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>
Team One Adjusting Services, L.L.C.		08/01/2023	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southwest Adjusters, LLC		
<b>Street Address:</b>	2002 Gill Road		
<b>City:</b>	Dickinson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77505		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5819583	T1 TEAM ONE	
<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>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)		
<b>SIGNATURE:</b>	/Becky Troutman/		
<b>DATE SIGNED:</b>	08/04/2023		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”) is duly made, executed and delivered as of August 1, 2023, by and between Southwest Adjusters, LLC, a Delaware limited liability company, having an address of 2002 Gill Road, Dickinson, Texas 77505 (“Assignee”), and Team One Adjusting Services, L.L.C., a Nevada limited liability company, having an address of 5030 Riverside Drive, Bldg. 2, Ste. 300, Irving, Texas 75039 (“Assignor”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignor, Assignee and the other parties named therein.

### RECITALS:

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, assign, convey, transfer and deliver to Assignee all of its right, title, and interest in, to and under the Intellectual Property owned by, licensed to or used or held for use by Assignor and all goodwill associated therewith that comprises a portion of the Purchased Assets (excluding any Intellectual Property that constitutes an Excluded Asset), including the Intellectual Property listed on Exhibit A hereto.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. Assignor is willing to assign all right, title, and interest it has in, to and under the Intellectual Property owned by, licensed to, or used or held for use by Assignor that comprises a portion of the Purchased Assets (excluding any Intellectual Property that constitutes an Excluded Asset) on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, in perpetuity, all of Assignor’s worldwide right, title, and interest in, to and under all Intellectual Property owned by Assignor or used or held for use by Assignor and all goodwill associated therewith that comprises a portion of the Purchased Assets (excluding any Intellectual Property that constitutes an Excluded Asset), including the Intellectual Property identified in Exhibit A (collectively, the “Assigned IP”).

a. Specifically, with regard to the trademarks identified in Exhibit A, Assignor hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, in perpetuity, and Assignee hereby accepts all of Assignor’s right, title, and interest in, to and under the following:

i. The trademark registration and trademark applications and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and with respect to the United States intent-to-use trademark application set forth in Exhibit A, the transfer of such application accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s ongoing and existing business, or

that portion of Assignor's ongoing and existing business, to which the trademark pertains;

- ii. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- iii. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- iv. Any and all claims and causes of action with respect to any of the foregoing, 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.

2. Recordation and Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance (at the sole cost of Assignee) as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, at the sole cost of Assignee, and Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in, to or under any of the Assigned IP and shall not use any of the Assigned IP except as otherwise expressly authorized by Assignee in writing.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Controlling Law and Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

5. Entire Agreement; Amendment. This Assignment Agreement, together with Exhibit A attached hereto, the Purchase Agreement and the other agreements contemplated thereby, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

6. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto shall in no way be considered to be a waiver

of such provisions or rights or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions or rights shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions or rights that it may have under this Assignment Agreement.

7. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.


8. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including email, facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

9. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

TEAM ONE ADJUSTING SERVICES, L.L.C.

By   
Name: Jeff Martin  
Title: Manager

SOUTHWEST ADJUSTERS, LLC

By \_\_\_\_\_  
Name: Ryan Anthony  
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

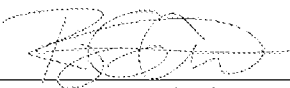
**TRADEMARK**  
**REEL: 008156 FRAME: 0737**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

TEAM ONE ADJUSTING SERVICES, L.L.C.

By \_\_\_\_\_  
Name: Jeff Martin  
Title: Manager

SOUTHWEST ADJUSTERS, LLC

By  \_\_\_\_\_  
Name: Ryan Anthony  
Title: President

**EXHIBIT A**

**Intellectual Property**

*See Attached.*



**Registered Intellectual Property**

Trademarks:

Mark: T1 TEAM ONE and Design  
Owner: Team One Adjusting Services, LLC  
Reg. No.: United States Patent and Trademark Office Reg. No. 5,819,583  
Reg. Date: Registered Jul. 30, 2019

Domain names:

Domain	Registrant	Registrar	Expiration
teamoneuniversity.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2024-02-07
t1claims.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2024-02-06
teamoneclaims.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2024-02-06
teamonecms.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2024-02-06
teamoneslg.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2023-10-25
hubonesolutions.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2024-01-29
hubonetech.com	Team One Adjusting Services, LLC	GoDaddy.com, LLC	2024-01-29

Twitter:

“Team One Adjusters” handle: @Team1Adjusting

Toll free office telephone number:  
(800) 918-3498

**Material Unregistered Owned Intellectual Property**

Trademarks

TEAM ONE

