

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM860090

<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>
Professional Risk Associates, Inc.		12/08/2023	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RSC INSURANCE BROKERAGE, INC.		
<b>Street Address:</b>	160 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5341929	PROCUITY	
<b>Registration Number:</b>	3985052	PROFESSIONAL RISK KNOWLEDGE. EXPERTISE.	
<b>Registration Number:</b>	2608767	PROFRISK.COM	
<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>	202469558		
<b>Email:</b>	andrea.simonich@hklaw.com		
<b>Correspondent Name:</b>	Andrea Simonich		
<b>Address Line 1:</b>	800 17th Street N.W., Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	134398.00223		
<b>NAME OF SUBMITTER:</b>	Andrea Simonich		
<b>SIGNATURE:</b>	/Andrea Simonich/		
<b>DATE SIGNED:</b>	12/11/2023		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of December 8, 2023 (as hereinafter amended, modified or supplemented, this “Assignment”), is entered into by and among **RSC INSURANCE BROKERAGE, INC.**, a Delaware corporation with its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“Buyer”); and **PROFESSIONAL RISK ASSOCIATES, INC.**, a Virginia corporation, with its principal place of business at 2909 Polo Parkway Ste 100, Midlothian, Virginia, 23113-0000 (“Seller”).

### RECITALS

A. The parties hereto are the parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which Seller agreed to sell, convey, assign, transfer and deliver to Buyer all of its rights, title and interests in, to and under all of the Seller IP. This Assignment is made pursuant to, and in consideration of, the Asset Purchase Agreement.

B. Any capitalized term used but not defined herein shall have the meaning set forth in the Asset Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Copyrights. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest, in, to and under the copyrights included in the Seller IP, including but not limited to renewal rights therein, the right to obtain registrations of such copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer’s sole name.

2. Trademarks. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in, to and under the trademarks included in Seller IP, including, without limitation, the trademarks listed on Schedule 1 attached hereto, together with the goodwill of the business that is symbolized by such trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer’s sole name.

3. Patents. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in, to and under any patents of Seller included in the Seller IP, including but not limited to rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Buyer’s sole name.

4. Trade Secrets. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in, to and under the trade secrets included in the Seller IP, including, but not limited to the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Buyer's sole name.

5. Domain Names; Telephone Numbers. To the extent saleable or assignable, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in, and to the Website(s) and domain name(s) and telephone numbers of Seller, together with the goodwill of the business in connection with which the domain names and telephone numbers have been used or are intended to be used.

6. Other Intellectual Property. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in, to and under any other Intellectual Property of Seller not specifically described in Sections 1 through 5 immediately above.

7. Further Acts. Each of the parties hereto agree, without further consideration, to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable in the view of the other party to consummate and make effective the assignment contemplated herein and in the Asset Purchase Agreement; including without limitation the execution of such documents, the filing of such instruments, and the taking of any such other actions as may be necessary or appropriate to vest all right, title and interest in all of the Seller IP in Buyer or its assignee and to consolidate, confirm and record all aspects thereof.

8. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties' respective successors and assigns.

9. Parties in Interest, Assignment. All representations, warranties, covenants, terms and conditions of this Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto; provided, however, that none of the rights or obligations of Seller may be assigned without the prior written consent of Buyer.

10. Severability. In the event that any one or more of the provisions contained in this Assignment shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Assignment shall not be in any way impaired.

11. Governing Law. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware.

12. Subject to Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

13. Reproduction Valid as Original. Any photocopy, facsimile or other copy of this Assignment shall be treated for all purposes as though it were an executed original.

14. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*Signature page follows*

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the day and year first above written.

**BUYER:**

RSC INSURANCE BROKERAGE, INC.,  
a Delaware corporation

By: John Vaglica  
Name: John Vaglica  
Title: Chief Mergers and Acquisitions Officer

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the day and year first above written.

**SELLER:**


PROFESSIONAL RISK ASSOCIATES, INC.,  
a Virginia corporation

By: John E. Glander, President  
Name: John E. Glander  
Title: President

**Schedule 1**

Assigned US Trademark(s)

Common law or unregistered rights to the Professional Risk Associates, Inc. trademarks and trade names, and any other trademarks and trade names utilized by Seller in the course of its business, including, without limitation, the following registered trademarks:

<u>Type of Intellectual Property</u>	<u>Title, Mark, or Design</u>	<u>Record Owner and Inventor</u>	<u>Jurisdiction</u>	<u>Patent, Registration, or Application Serial Number</u>
Service Mark	<b>PROCUITY</b>	Seller	USPTO	5341929
Service Mark		Seller	USPTO	3985052
Service Mark	<b>PROFRISK.COM</b>	Seller	USPTO	2608767