

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162088

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Flood Risk Solutions, Inc. | | 04/01/2024 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Company Name: | Platinum Specialty Underwriters, LLC | | |
| Street Address: | 50 Brewery Street | | |
| Internal Address: | Suite 8476 | | |
| City: | New Haven | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06530 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88186070 | FRS WWW.FLOODSOL.COM | |
| Serial Number: | 87838440 | FLOOD RISK SOLUTIONS | |
| Serial Number: | 98452316 | FLOOD WRAP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 8048233975 | | |
| Email: | jeff@midtowngc.law | | |
| Correspondent Name: | Jeffrey D McMahan Jr | | |
| Address Line 1: | 14325 Somerville Ct | | |
| Address Line 2: | Suite 102 | | |
| Address Line 4: | MIDLOTHIAN, VIRGINIA 23113 | | |
| NAME OF SUBMITTER: | Jeff McMahan | | |
| SIGNATURE: | Jeff McMahan | | |
| DATE SIGNED: | 04/12/2024 | | |
| Total Attachments: 5 | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), effective as of April 1, 2024, is made by Flood Risk Solutions, Inc., a New York corporation, located at 28 Village Rd N 4R, Brooklyn, NY 11223 (“**Seller**”), in favor of Platinum Specialty Underwriters, LLC, a Delaware limited liability company, located at 50 Brewery Street, Suite 8476, New Haven, Connecticut 06530 (“**Buyer**”), the purchaser of substantially all of the assets of Seller pursuant to the Asset Purchase Agreement between Buyer, Seller, and other parties named therein, dated April 11, 2024 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark/service mark application set forth on Schedule 1 hereto 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;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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 Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. 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. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

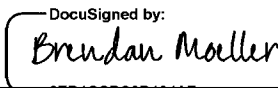
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

FLOOD RISK SOLUTIONS, INC.

By:  _____
6ED1CCBC9D184AF...

Name: Brendan Moeller

Title: Managing Director

Address for Notices:

1890 S. Ocean Drive, Unit 1508
Hallandale Beach, FL 33009

AGREED TO AND ACCEPTED:

PLATINUM SPECIALTY UNDERWRITERS,
LLC

By: XPT Partners, LLC,
its sole member and manager

By: _____

Name: Thomas P. Ruggieri

Title: Chief Executive Officer

Address for Notices:

50 Brewery Street, Suite 8476
New Haven, CT 06530

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

FLOOD RISK SOLUTIONS, INC.

By: _____

Name: Brendan Moeller

Title: Managing Director

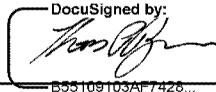
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AGREED TO AND ACCEPTED:

PLATINUM SPECIALTY UNDERWRITERS,
LLC

By: XPT Partners, LLC,
its sole member and manager

By:  _____
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Name: Thomas P. Ruggieri

Title: Chief Executive Officer

Address for Notices:

50 Brewery Street, Suite 8476
New Haven, CT 06530

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark Applications (granted)

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|----------------------|------------------------|-------------------------|-------------------------|--------------------------|
| FRS WWW.FLOODSOL.COM | 88186070 | 11/8/18 | 5775322 | 6/11/19 |
| FLOOD RISK SOLUTIONS | 87838440 | 3/17/18 | 5542882 | 8/14/18 |

Trademark Applications (pending)

| Mark | Jurisdiction | Application Serial Number | Filing Date |
|-------------|---------------------|----------------------------------|--------------------|
| Flood Wrap | US | 98452316 | 03/15/2024 |