

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6932228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPRING CONSULTING GROUP, LLC	02/01/2018
RECEIVING PARTY DATA	
Name:	SPRING CONSULTING GROUP, AN ALERA GROUP COMPANY, LLC
Street Address:	30 FEDERAL STREET
Internal Address:	4TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7761352
Patent Number:	8060384
Patent Number:	8060387
Patent Number:	8145510
Patent Number:	8275684
Patent Number:	8340987
Patent Number:	8340988
Patent Number:	8676686
CORRESPONDENCE DATA	
Fax Number:	(617)261-3750
<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:	617-261-3189
Email:	mary.higdon@klgates.com
Correspondent Name:	JAMES E. FAJKOWSKI
Address Line 1:	ONE LINCOLN STREET
Address Line 2:	K&L GATES LLP - STATE STREET FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111-2950
NAME OF SUBMITTER:	JAMES E. FAJKOWSKI
SIGNATURE:	/James E. Fajkowski/

PATENT

DATE SIGNED:	09/23/2021
Total Attachments: 21 source=Spring_Alera_Assignment#page1.tif source=Spring_Alera_Assignment#page2.tif source=Spring_Alera_Assignment#page3.tif source=Spring_Alera_Assignment#page4.tif source=Spring_Alera_Assignment#page5.tif source=Spring_Alera_Assignment#page6.tif source=Spring_Alera_Assignment#page7.tif source=Spring_Alera_Assignment#page8.tif source=Spring_Alera_Assignment#page9.tif source=Spring_Alera_Assignment#page10.tif source=Spring_Alera_Assignment#page11.tif source=Spring_Alera_Assignment#page12.tif source=Spring_Alera_Assignment#page13.tif source=Spring_Alera_Assignment#page14.tif source=Spring_Alera_Assignment#page15.tif source=Spring_Alera_Assignment#page16.tif source=Spring_Alera_Assignment#page17.tif source=Spring_Alera_Assignment#page18.tif source=Spring_Alera_Assignment#page19.tif source=Spring_Alera_Assignment#page20.tif source=Spring_Alera_Assignment#page21.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into as of February 1, 2018 by Spring Consulting Group, LLC, a Massachusetts limited liability company (the “**Seller**”), SPRING CONSULTING GROUP, AN ALERA GROUP COMPANY, LLC, a Delaware limited liability company (“**Purchaser**”). All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February 1, 2018 (the “**Asset Purchase Agreement**”), by and among Purchaser, Seller and the Seller Principals party thereto, Purchaser is acquiring all of the Seller Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby sells, conveys, grants, transfers, assigns, releases and delivers to Purchaser all of the Seller Intellectual Property, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of Seller Intellectual Property and the right to sue and recover for past infringements or misappropriations of Seller Intellectual Property).

2. Purchaser hereby accepts the transfer and assignment of the Seller Intellectual Property.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

4. The assignment of the Seller Intellectual Property hereunder shall not enlarge any rights of third parties under contracts or arrangements with the Purchaser, Seller or any of their respective Affiliates. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

SPRING CONSULTING GROUP, LLC, a
Massachusetts limited liability company

By: _____

Name: Karim Landry

Title: Manager

PURCHASER:

SPRING CONSULTING GROUP, AN ALERA
GROUP COMPANY, LLC, a Delaware limited
liability company

By: _____

Name: Alan Levitz

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

SPRING CONSULTING GROUP, LLC, a
Massachusetts limited liability company

By: _____

Name: Karin Landry

Title: Manager

PURCHASER:

SPRING CONSULTING GROUP, AN ALERA
GROUP COMPANY, LLC, a Delaware limited
liability company

By: _____

Name: Alan Levitz

Title: Chief Executive Officer

[Signature Page to Assignment of IP (Spring)]

ASSET PURCHASE AGREEMENT

by and among

**SPRING CONSULTING GROUP, AN ALERA GROUP COMPANY, LLC
as Purchaser**

**ALERA GROUP, INC.,
solely for purposes of the limited guaranty in Section 2.4(f),**

**SPRING CONSULTING GROUP, LLC,
as the Company**

and

**KARIN LANDRY, JOHN CASSELL, KAREN ENGLISH, TERI WEBER, AND STEVEN
KESHNER,
each as a Seller Principal**

Dated as of February 1, 2018

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”) is made as of February 1, 2018, by and among SPRING CONSULTING GROUP, AN ALERA GROUP COMPANY, LLC, a Delaware limited liability company (“**Purchaser**”), solely with respect to providing the limited guaranty in Section 2.4(f), Alera Group, Inc., a Delaware corporation and the parent of Purchaser (“**Alera Group**”), Spring Consulting Group, LLC, a Massachusetts limited liability company (the “**Company**”), and Karin Landry, John Cassell, Karen English, Teri Weber, and Steven Keshner (collectively the “**Seller Principals**” and each, a “**Seller Principal**”). The Company is referred to herein as the “**Seller**”, and together with the Seller Principals such parties shall be jointly and severally responsible for the statements and obligations of “**Seller**” hereunder. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms on Appendix I attached hereto.

WITNESSETH:

WHEREAS, the Company is engaged in the sale and solicitation of employee benefits placement and benefits consulting business (the “**Business**”), with a principal place of business at 30 Federal Street, 4th Floor, Boston, MA 02110;

_____ and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all the assets used in the operation of the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I. SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase of the Purchased Assets. On the terms and subject to the conditions of this Agreement, at Closing (as defined below), the Company shall sell, convey, assign, deliver and transfer to Purchaser, and Purchaser shall purchase from the Company, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the assets of the Company, tangible or intangible, wherever located, which relate to or are used or held for use in the conduct of the Business, other than the Excluded Assets (collectively, the “**Purchased Assets**”), including without limitation, the following:

- (a) All cash and cash equivalents;
- (b) All of the Company’s accounts receivable that have been outstanding for ninety (90) calendar days or less, and notes receivable associated with the Business, and all other Current Assets, in each case, existing at the Closing Date, including all deposits and prepaid expenses;

(c) the Company's bank accounts listed on Schedule 1.1(c) (the "**Transferred Bank Accounts**");

(d) All machinery and equipment, tools, office equipment, computer equipment, hardware, software and related program documentation, supplies and other tangible personal property of the Company used in the operation of the Business (collectively, the "**Tangible Personal Property**"), including without limitation, those items set forth on Schedule 1.1(d);

(e) All relationships with, and lists of, Clients and prospective clients of the Business, including those Clients and prospective clients set forth on Schedule 1.1(e) (collectively, the "**Assigned Client Accounts**"), and all claims and rights under any contracts, broker of record letters, agreements, commitments, both written and oral, and rights under bids and proposals now pending;

(f) To the extent transferable, all Seller Intellectual Property (as defined below), including without limitation, the Seller Intellectual Property set forth on Schedule 1.1(f);

(g) Originals, or where not available, copies, of all existing books and records (including computer records) of the Company, including books of account, ledgers, general business, financial and accounting records, price lists, purchase orders, sales records, research and development files, strategic plans, personnel records of employees of Company hired by Purchaser, customer lists, data and information relating to Client Accounts, supplier lists, client complaints, mailing lists, promotional and advertising materials, and research and intellectual property files relating to the Seller Intellectual Property and Intellectual Property Licenses; proprietary information, books and records, claim files and usual and customary records relating to the Business,

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

[Pages Redacted by Removal]

[REDACTED]

9.3 Governing Law; Jurisdiction; Waiver of Jury Trial.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.5 Notices.

All notices, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered by hand (with written confirmation of receipt); (b) when received if sent by a nationally recognized overnight delivery service (receipt requested); (c) on the date sent by

email (with written confirmation of transmission); and (d) on the third USPS delivery day after the date mailed, if sent by certified or registered USPS mail, return receipt requested. In each case notice shall be sent to the following address or to such other place and with such other copies as any party may designate as to itself by notice to the others:

(a) If to Purchaser:

SPRING CONSULTING GROUP, AN ALERA GROUP COMPANY, LLC
c/o Alera Group, Inc.
3 Parkway North, Suite 500
Deerfield, IL 61550
Attention: Chief Legal Officer
Email: peter.marathas@aleragroup.com

With a copy (which shall not constitute notice) to:

Harrington & McCarthy LLP
40 Grove Street, Suite 105
Wellesley, MA 02482
Attention: John J. McCarthy
Email: john@harringtonmccarthy.com

(b) If to Seller:

Spring Consulting Group, LLC
30 Federal Street, 4th Floor
Boston, MA 02110
Attention: Karin Landry, Managing Partner
Email: KLandry@springgroup.com

With a copy (which shall not constitute notice) to:

Peter Demuth, Member
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Email: PFDemuth@mintz.com

(c) If to Seller Principals:

To their addresses set forth on Schedule [], with a copy to the Company and its counsel

9.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.7 Entire Agreement; Amendment.

This Agreement, together with the schedules, documents and instruments delivered pursuant to and specified in this Agreement (including the Subscription Agreement and Ancillary Agreements), sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between them, and no party shall be bound by any condition, definition, warranty or representation, other than as expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the party to be bound thereby. This Agreement may not be changed or modified, except by agreement in writing, signed by all of the parties hereto.

9.8 Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to Purchaser or the Seller, upon any breach or default of Seller or of Purchaser, respectively, under this Agreement, shall impair any such right, power or remedy of such Person nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

9.9 Severability.

Unless otherwise provided herein, if any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.


9.10 Captions; Exhibits and Schedules.

The captions contained in this Agreement in no way define, limit or extend any provision of this Agreement. The exhibits and Disclosure Schedules that are attached to this Agreement and Ancillary Agreements are a part of this Agreement and are incorporated herein by reference.

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


PURCHASER:

SPRING CONSULTING GROUP, AN ALERA
GROUP COMPANY, LLC, a Delaware limited
liability company

By: 
Name: Alan Levitz
Title: Chief Executive Officer

Solely for purposes of Section 2.4(f)

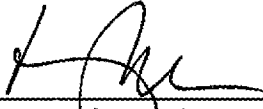
ALERA GROUP, INC.

By: 
Name: Alan Levitz
Title: Chief Executive Officer


[Signature Page to Asset Purchase Agreement (Spring)]

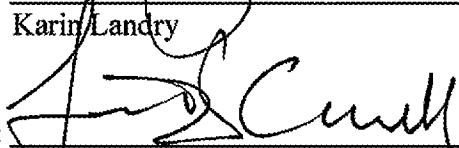
COMPANY:


SPRING CONSULTING GROUP, LLC, a
Massachusetts limited liability company

By: 
Name: Karin Landry
Title: Manager


SELLER PRINCIPALS:

By: 
Karin Landry

By: 
John Cassell

By: 
Karen English

By: _____
Teri Weber

By: 
Steven Keshner

COMPANY:

SPRING CONSULTING GROUP, LLC, a
Massachusetts limited liability company

By: _____
Name: Karin Landry
Title: Manager

SELLER PRINCIPALS:

By: _____
Karin Landry

By: _____
John Cassell

By: _____
Karen English

By: Teri Weber
Teri Weber

By: _____
Steven Keshner

[Signature Page to Asset Purchase Agreement (Spring)]

EXHIBITS

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
EXHIBIT C –	Form of Intellectual Property Assignments
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

SCHEDULES

[illegible]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

APPENDIX I
Defined Terms

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Seller Intellectual Property” means all intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world that is owned by the Company (**“Owned Intellectual Property”**) or in which the Company holds exclusive or non-exclusive rights or interests granted by license or other agreement from other Persons (**“Licensed Intellectual Property”**), including without limitation:

(a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by Law, and all registrations and applications for registration;

(b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; and

(c) original works of authorship in any medium of expression, whether or not published, confidential information, formulas, designs, devices, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable.

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 1.1(f)

Purchased Intellectual Property

Patents:

1. U.S. Patent No. 7,761,352
2. U.S. Patent No. 8,060,384
3. U.S. Patent No. 8,060,387
4. U.S. Patent No. 8,145,510
5. U.S. Patent No. 8,275,684
6. U.S. Patent No. 8,340,987
7. U.S. Patent No. 8,340,988
8. U.S. Patent No. 8,676,686

Domain Names:

1. Springgroup.com
2. Springinsurancegroup.com
3. Springconsulting.com

Trade and Use Names:

1. Spring
2. Spring Consulting
3. Spring Insurance

Logos:

