

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIN Insurance Holdings, LLC		03/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Specialty Program Group, LLC		
Street Address:	150 N Riverside Plaza, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6412870	INSUREON ACCELERATE	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Nina Habib Borders		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Nina Habib Borders		
SIGNATURE:	/Nina Habib Borders/		
DATE SIGNED:	04/05/2023		
Total Attachments: 4			
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OP \$40.00 6412870

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), is entered into and made effective as of March 11, 2022, by and between Specialty Program Group, LLC, a Delaware limited liability company (the “Assignee”), and the Person set forth on the signature pages hereto under the heading “Assignor” (the “Assignor”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 24, 2022 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignee, the Assignor and the other parties named therein, the Assignor agreed to sell, assign, transfer, convey, and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Intellectual Property owned by the Assignor, including, without limitation, all rights of the Assignor to the trademark and registration set forth on Schedule A hereto (the “Trademark”) and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title, and interest of the Assignor in and to the Trademark, which includes the goodwill associated with and symbolized by the Trademark;

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title, and interest of the Assignor in and to the Trademark, together with all goodwill associated with the Trademark, and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of any rights associated with the Trademark. The Assignee is to hold all right, title, and interest in and to the Trademark as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to take such action as may be required to cause the Assignee to be recorded as the assignee or transferee of the Trademark, and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may reasonably be requested and required to cause the Assignee to be recorded as the assignee, registrant or transferee of the Trademark.

3. Other Deliverables. The Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things which the Assignee may reasonably

request and relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Trademark.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Illinois.

5. Counterparts. This Assignment may be executed and delivered (including by “pdf” or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

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

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

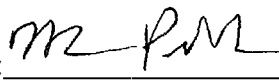
[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

SPECIALTY PROGRAM GROUP LLC

By: 

Name: Matthew E. Pinkham

Title: Vice President

ASSIGNOR:

BIN INSURANCE HOLDINGS, LLC

By: 

Name: Dan Kazan

Title: Authorized Officer

SCHEDULE A

TRADEMARK

Mark	Jurisdiction	Filing Date	Application Number	Registration Date	Registration Number
INSUREON ACCELERATE	U.S.	July 2, 2020	90034043	July 6, 2001	6412870