

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM689912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benemax, Inc.		10/31/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Digital Insurance LLC		
Street Address:	200 Galleria Parkway		
Internal Address:	Suite 1950		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3537026	BENEMAX WRAP	
Registration Number:	3634289	BENEDENT	
Registration Number:	3701118	MYBENEMAX.COM	
Registration Number:	4103252	BENEMEX	
Registration Number:	3607863	VIRTUAL BENEFIT MANAGER	
Registration Number:	4210645	BENEMEX-THE BENEFITS EXCHANGE	
Registration Number:	4114160	BENEMAX RX	
Registration Number:	4166743	CDHC 2.0	
Registration Number:	4166823	BENEMAX WELLNESS	
Registration Number:	4186374	THE BENEMAX SYSTEM	
Registration Number:	4441279	BENEBUCKS	
Registration Number:	4424764	BENECAM	
Registration Number:	4425693	BENEDENT WELLNESS INITIATIVE	
Registration Number:	4602769	BUY RIGHT, BE RIGHT, DO RIGHT!	
Registration Number:	4629650	THE BENEMAX HEALTH PLAN	
Registration Number:	4603017	THE CHEAPEST HEALTH CARE IS NOT ALWAYS T	
Registration Number:	4559279	BENEMAX	
Registration Number:	4907251	THE LEAST EXPENSIVE HEALTH CARE IS NOT A	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	90843284	BENEMAX CLAIMS CONNECTION
Serial Number:	85351619	THE GROUP HRA
Serial Number:	85335054	THE BENEMAX GROUP HRA
Serial Number:	85130282	BENEMEX
Registration Number:	3645699	VIRTUAL BENEFIT MANAGER
Registration Number:	1502468	BENEMAX

CORRESPONDENCE DATA

Fax Number: 4043659532
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.
Phone: 4042337000
Email: mmccaskill@mmmlaw.com
Correspondent Name: Montrell McCaskill
Address Line 1: 1600 Atlanta Financial Center
Address Line 2: 3343 Peachtree Street, N.E.
Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	13422-137595
NAME OF SUBMITTER:	Montrell McCaskill
SIGNATURE:	/Montrell McCaskill/
DATE SIGNED:	11/23/2021

Total Attachments: 8
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is entered into as of October 31, 2021, by and between Benemax, Inc., a Massachusetts corporation (the “**Assignor**”), and Digital Insurance LLC, a Delaware limited liability company (the “**Assignee**”), pursuant to that certain Asset Purchase Agreement by and between Assignor, Assignee Benemax Holding Company LLC, a Delaware limited liability company (the “**Shareholder**”), and all of the members of the Shareholder, of even date herewith (the “**Asset Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor transferred, sold and conveyed to Assignee substantially all of the assets related to the Purchased Business, including, but not limited to, the trademarks on **Schedule A** attached hereto (the “**Trademarks**”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks be made of record in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I ASSIGNMENT

The Assignor hereby irrevocably sells, assigns, transfer and, conveys to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Trademarks , including all common law rights, together with the goodwill of the business of the Assignor as symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of the Trademarks, and the right to sue for and recover the same. Except as otherwise set forth in the Asset Purchase Agreement and the Disclosure Schedules thereto, the Trademarks are free and clear of all royalty obligations and Encumbrances other than Permitted Encumbrances.

ARTICLE II RECORDATION.

The Assignor does hereby authorize the Director of the United States Patent & Trademark Office to record the Trademarks and title thereto as the property of the Assignee and its successors, assigns in accordance with the terms of this Assignment.

**ARTICLE III
COUNTERPARTS.**

This Assignment may be executed in several counterparts, each of which when fully executed shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same agreement. Delivery of any signature page in electronic format (including by facsimile, DocuSign and email in .pdf format) shall be deemed equivalent to physical delivery of the original signature page. Any signature page of any counterpart hereof, whether bearing an original signature or an electronic transmission of a signature, may be appended to any other counterpart hereof to form a completely executed counterpart hereof.

**ARTICLE IV
DELIVERY OF TANGIBLE ITEMS.**

Upon request of the Assignee, Assignor shall arrange for prompt delivery of prosecution files and documents relating to the Trademarks, if any, that are in the possession or control of the Assignor.

**ARTICLE V
COOPERATION AND RECORDATION.**

The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Trademarks, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request, to effect the terms of this Assignment and to execute and deliver any and all affidavits, declarations, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Trademarks hereunder and, if appropriate, to assure that the transfer of the Trademarks is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at the sole expense of Assignee.

****Signature page follows****

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed and delivered as of the date first written above:

ASSIGNOR

Benemax, Inc.

DocuSigned by:

William Garnett

1A851386E31D464...

Name: William Garnett

Title: President

ASSIGNEE

Digital Insurance LLC

DocuSigned by:

Adam Bruckman

14742E4A6C404CD...

Name: Adam Bruckman

Title: President / CEO

SCHEDULE A
Trademarks

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
BENEMAX WRAP	77/461,893 3,537,026 United States	04/30/2008 11/25/2008	Benemax, Inc.	Registered Renewal due: 11/25/2028
BENEDENT	77/552,424 3,634,289 United States	08/21/2008 06/09/2009	Benemax, Inc.	Registered Renewal due: 06/09/2029
MYBENEMAX.COM	77/663,997 3,701,118 United States	02/05/2009 10/27/2009	Benemax, Inc.	Registered Renewal due: 10/27/2029
BENEMEX	85/976,145 4,103,252 United States	09/15/2010 02/21/2012	Benemax, Inc.	Registered Renewal due: 02/22/2022
VIRTUAL BENEFIT MANAGER	77/450,911 3,607,863 United States	04/17/2008 04/14/2009	Benemax, Inc.	Registered Renewal due: 04/14/2029

ACTIVE/112343114.7

BENEMEX - THE BENEFITS EXCHANGE	85/136,624 4,210,645 United States	09/23/2010 09/18/2012	Benemax, Inc.	Registered Renewal due: 09/19/2022
BENEMAX RX	85/331,195 4,114,160 United States	05/26/2011 03/20/2012	Benemax, Inc.	Registered Renewal due: 03/21/2022
CDHC 2.0	85/335,053 4,166,743 United States	06/01/2011 07/03/2012	Benemax, Inc.	Registered Renewal due: 07/05/2022
BENEMAX WELLNESS	85/368,704 4,166,823 United States	07/12/2011 07/03/2012	Benemax, Inc.	Registered Renewal due: 07/05/2022
THE BENEMAX SYSTEM	85/498,736 4,186,374 United States	12/19/2011 08/07/2012	Benemax, Inc.	Registered Renewal due: 08/08/2022
BENEBUCKS	85/743,521 4,441,279 United States	10/02/2012 11/26/2013	Benemax, Inc.	Registered Renewal due: 11/26/2023

BENECAM	85/861,250 4,424,764 United States	02/27/2013 10/29/2013	Benemax, Inc.	Registered Renewal due: 10/29/2023
BENEDENT WELLNESS INITIATIVE	85/907,056 4,425,693 United States	04/17/2013 10/29/2013	Benemax, Inc.	Registered Renewal due: 10/29/2023
BUY RIGHT, BE RIGHT, DO RIGHT!	85/972,864 4,602,769 United States	06/28/2013 09/09/2014	Benemax, Inc.	Registered Renewal due: 09/09/2024
THE BENEMAX HEALTH PLAN	86/038,917 4,629,650 United States	08/15/2013 10/28/2014	Benemax, Inc.	Registered Renewal due: 10/26/2024
THE CHEAPEST HEALTH CARE IS NOT ALWAYS THE BEST, BUT THE BEST HEALTH CARE IS ALWAYS THE CHEAPEST.	86/051,151 4,603,017 United States	08/29/2013 09/09/2014	Benemax, Inc.	Registered Renewal due: 09/09/2024
BENEMAX	86/092,517 4,559,279 United States	10/16/2013 07/01/2014	Benemax, Inc.	Registered Renewal due: 07/01/2024

THE LEAST EXPENSIVE HEALTH CARE IS NOT ALWAYS THE BEST, BUT THE BEST HEALTH CARE IS ALWAYS THE LEAST EXPENSIVE	86/489,505 4,907,251 United States	12/23/2014 03/01/2016	Benemax, Inc.	Registered Renewal due: 03/01/2022
BENEMAX CLAIMS CONNECTION	90/843,284 N/A United States	07/22/2021 N/A	Benemax, Inc.	Pending Application
THE GROUP HRA	85/351,619 N/A United States	06/21/2011 N/A	Benemax, Inc.	Abandoned Application
THE BENEMAX GROUP HRA	85/335,054 N/A United States	06/01/2011 N/A	Benemax, Inc.	Abandoned Application
BENEMEX	85/130,282 N/A United States	09/15/2010 N/A	Benemax, Inc.	Abandoned Application
VIRTUAL BENEFIT MANAGER	77/450,913 3,645,699 United States	04/17/2008 06/30/2009	Benemax, Inc.	Cancelled Registration

BENEMAX	73/664,288 1,502,468 United States	06/02/1987 08/30/1998	Benemax, Inc.	Cancelled Registration
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