

TRADEMARK COEXISTENCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of this 27th day of November 2019, by and between Highland Capital Brokerage, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 3535 Grandview Parkway, Suite 600, Birmingham, Alabama 35243 (“Highland Capital”) and Highland Insurance Solutions, LLC, a limited liability company organized and existing under the laws of the State of California, having a place of business at 899 El Centro Street, South Pasadena, California 91030 (“Highland Insurance”). Highland Capital and Highland Insurance are each individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

WHEREAS, Highland Insurance owns U.S. Trademark Registration No. 5,636,342, issued December 25, 2018, for the mark HIGHLAND in connection with “Insurance information and consultancy; Insurance brokerage services; Insurance claims administration; Insurance underwriting consultation; Issuance of homeowner, loss of use, personal property and personal liability insurance; Design and development of insurance policies for others; Providing information in insurance matters” in International Class 36 (the “Registration”);

WHEREAS, Highland Capital filed U. S. Trademark Applications for HIGHLAND CAPITAL BROKERAGE (Serial No. 88354982) and HIGHLAND (Serial No. 88354990) on March 25, 2019, in Class 36 in connection with “Insurance brokerage services in the field of life, disability, long term care and annuities” (the “Highland Capital Applications”);

WHEREAS, Highland Insurance’s Registration was cited by the United States Patent and Trademark Office as a basis for refusal of the Highland Capital Applications;

WHEREAS, the Parties believe that their respective marks can peacefully coexist in the United States without causing confusion, mistake or deception, provided that the parties comply with the terms set forth in this Agreement; and

WHEREAS, the Parties desire to avoid conflicts in respect of registration and use of their respective trademarks.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth below, as well as other good and valuable consideration – the complete receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Parties acknowledge and reciprocally consent that their respective trademarks can peacefully co-exist in the United States;

2. Highland Insurance will not use the trademark, HIGHLAND, in connection with insurance sales or brokerage services in the field of life, disability, long term care and annuities and will limit its use of the trademark, HIGHLAND, to other goods/services specified in the Registration;

3. Highland Capital will not use the trademarks HIGHLAND CAPITAL BROKERAGE or HIGHLAND, in connection with insurance sales or brokerage services in the field of flood, homeowners, builders risk, lender placed insurance, loss of use, property and casualty insurance and personal liability insurance.

4. Highland Insurance consents to Highland Capital's registration of the Highland Capital Applications and use of the related trademarks for the services in Class 36 as filed with the USPTO. Highland Insurance will not oppose or challenge the Highland Capital Applications in the name of Highland Capital for the goods/services specified in

the Highland Capital Applications – provided Highland Capital’s use of the Highland Capital Applications does not include flood insurance, homeowners insurance, builders risk insurance, lender placed insurance, loss of use insurance, property and casualty insurance and personal liability insurance.

5. The Parties are not aware of any actual confusion in the marketplace among the trade or consumers based on their use of their respective trademarks. If either Party brings to the attention of the other any potential or actual confusion in the future, the Parties will reasonably cooperate with each other and take steps in a good faith effort to eliminate such potential or actual confusion;

6. This Agreement sets forth the entire agreement between the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, understandings, and agreements, whether written or oral, between the Parties with regard to the subject matter hereof;

7. Each person signing this Agreement represents and warrants that she or he has the full power and authority to sign and enter into this Agreement on behalf of the Party on whose behalf she or he so signs and that all actions taken by her or him are within the scope of such power and authority;

8. The failure of either Party to require performance of any term of this Agreement or waiver of any Party of any breach under this Agreement will not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach;

9. All of the terms and conditions of this Agreement, including (without limitation) the consents and release, are binding upon and inure to the benefit of the Parties, their respective subsidiaries, Affiliates, representatives, successors, and assigns;

10. If any provision of this Agreement conflicts with national, regional or international law or a treaty or public policy of any country, such conflicting provision(s) are deemed severed from this Agreement, and the validity of the remainder of this Agreement is not affected by such severances;

11. Nothing in this Agreement gives either Party any rights under any trademarks or trade names of the other Party, except as specifically provided under this Agreement;

12. This Agreement may be signed in separate counterparts, each of which will constitute an original, but all such counterparts together constitute one and the same instrument;

13. Any notice concerning this Agreement will be given in writing and sent by overnight courier addressed as follows:

Notices to Highland Capital:

Highland Capital Brokerage, Inc.
3595 Grandview Parkway, Suite 600
Birmingham, Alabama 35243
Attention: W. Drew Lawrence

With a copy to:

Laura M. Jackman, Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

With a courtesy copy via email to: ljackman@wallacejordan.com

Notices to Highland Insurance:

Highland Insurance Solutions, LLC
899 El Centro Street
South Pasadena, California
Attention: Art Lee, Group General Counsel alee@wncfirst.com

With a copy to:

Jay H. Geller, Esq.
12100 Wilshire Boulevard, Suite 1250
Los Angeles, California 90025

With a courtesy copy via email to jhgeller@aol.com

14. Any Amendment, supplementation or other modification to this Agreement is effective only if made in a subsequently dated writing signed by both Parties and expressly referencing this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as a legally binding instrument effective as of the date first set forth above.

Highland Capital Brokerage, Inc.

Highland Insurance Solutions, LLC

Signature: W. Drew Lawrence

Signature: Art Lee

Printed Name: W. Drew Lawrence

Printed Name: Art Lee

Title: Executive Vice President & CFO

Title: Group General Counsel