

6/13/00

RECORDED

07-11-2000



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a original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Insurnet, Incorporated

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: December 30, 1993

2. Name and address of receiving party(ies)

Name: Delphi Information Systems, Inc.

Internal Address:

Street Address: 3501 Algonquin Road

City: Rolling Meadows, State: IL ZIP: 60008

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designee is attached? Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,109,643

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Samuel Fifer

Internal Address:

Sonnenschein Nath & Rosenthal

8000 Sears Tower

Street Address:

233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/10/2000 RSCOTT 00000051 1109643

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Samuel Fifer

Name of Person Signing

Signature

June 13, 2000

Date

Total number of pages including cover sheet, attachments, and document:

11

AGREEMENT FOR PURCHASE  
AND SALE OF STOCK  
OF  
INSURNET, INCORPORATED  
AMONG  
THE CONTINENTAL CORPORATION,  
PACIFIC INSURANCE COMPANY,  
INSURNET, INCORPORATED  
AND  
DELPHI INFORMATION SYSTEMS, INC.

LAMAIN Doc: 38329.5  
023474-000-033

TRADEMARK  
REEL: 002098 FRAME: 0455

DELPHI INFORMATION SYSTEMS, INC.

ACQUISITION OF INSURNET, INCORPORATED

DECEMBER 30, 1993

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Promissory Note of Delphi Information Systems, Inc. dated December 30, 1993 in favor of Pacific Insurance Company	2
Subordinated Note of Delphi Information Systems, Inc. dated December 30, 1993 in favor of Pacific Insurance Company	3
Certificate of Designations of Series E Preferred Stock dated as of December 30, 1993	4
Registration Rights Agreement dated as of December 30, 1993 between Delphi Information Systems, Inc. and Pacific Insurance Company (Shares received on conversion of preferred stock)	5
Registration Rights Agreement dated as of December 30, 1993 between Delphi Information Systems, Inc. and Pacific Insurance Company (Shares received at closing)	6

AGREEMENT FOR PURCHASE AND  
SALE OF STOCK

THIS AGREEMENT FOR PURCHASE AND SALE OF STOCK, dated as of December 30, 1993, is made and entered into among THE CONTINENTAL CORPORATION, a New York corporation ("Continental"), PACIFIC INSURANCE COMPANY, a California corporation, ("Seller"), INSURNET, INCORPORATED, a Delaware corporation (the "Company") and DELPHI INFORMATION SYSTEMS, INC., a Delaware corporation ("Buyer").

R E C I T A L S

WHEREAS, Seller owns 8,000 shares of the common stock and 8,000 shares of the Preferred Stock of the Company which represents all of the issued and outstanding shares of the capital stock of the Company (the "Company Shares") as reflected on the attached Exhibit A; and

WHEREAS, Buyer desires to purchase and Seller desires to sell all of the Company Shares on the terms and subject to the conditions set forth herein;

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

hereinafter collectively referred to as the "Continuing Benefits"). With respect to each Company Benefit Plan that is not a Continuing Benefit, the Seller shall cause the Company, as of the Closing Date, to either (a) terminate such Company Benefit Plan or (b) terminate the participation of the Company in such Company Benefit Plan, except where such termination occurs as of the Closing Date automatically by operation of the Plan document or by operation of law. Seller shall cause the Company to take all necessary steps to effectuate such termination, including, without limitation, provide a timely notice of such action in accordance with Section 204(h) of ERISA. After the Closing Date, neither the Buyer nor the Company shall have any obligation to make payments, contributions, or transfers in respect of or have any liability with respect to any Company Benefit Plan that is not a Continuing Benefit.

(s) Real Estate. Except as set forth on the Disclosure Statement, the Company does not own or lease any real property. The Company has delivered to Buyer true and complete copies of all documents evidencing title to or the lease of all real estate occupied or used by the Company.

(t) Intellectual Property and Trade Secrets. The Disclosure Statement includes a full and complete list as at the date hereof of (i) all patents owned by the Company or patent applications filed by the Company, (ii) all of the Company's customers as of November 30, 1993, (iii) all trademarks, trade names and copyrights owned or used by the Company and (iv) all

Exhibit E

DISCLOSURE STATEMENT

December 30, 1993

TRADEMARK  
REEL: 002098 FRAME: 0459

3.1(t) Intellectual Property and Trade Secrets.

1. See Schedule 3.1(q) for software licenses/remarketing agreements.
2. U.S. Trademarks: "INSURNET"  
"INSURLINK"  
"UNI-BILL"  
A Section 9 Affidavit with respect to "UNI-BILL" will need to be filed early in 1994.
3. The Company claims common law copyright protection for all releases of its agency management system software and attached copyright notices to all such software.
4. The Company has entered into an Invention and Confidential Information Agreement with each of its exempt employees.
5. Agreement, dated as of October 11, 1991, between the Company and Steven Rottell.
6. Migration Project Agreement, dated as of May 1, 1990 between the Company and Tata Sons, Ltd.
7. A copy of the Company's customer list is attached.
8. In the ordinary course of its business, the Company grants non-exclusive licenses/sublicenses to its customers that enable these customers to use the products specified in such licenses/sublicenses.

In May 1990, the Company settled an infringement action it brought in a lawsuit entitled Insurnet v. Sentner and CISCO, filed in the U.S. District Court for the District of New Jersey. As part of the settlement, the Company is required to keep confidential anything it learned about the Sentner/CISCO system during the course of the litigation and is barred from maintaining any future actions against Sentner and/or CISCO for misappropriation of proprietary information or copyright infringement for any system development prior to May of 1990.

IN WITNESS WHEREOF, the Buyer, the Company and the Seller have caused this Agreement for Purchase and Sale of Stock to be duly executed as of the date first above written.

DELPHI INFORMATION SYSTEMS, INC.

By David J. Torrence  
David J. Torrence  
President

THE CONTINENTAL CORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PACIFIC INSURANCE COMPANY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INSURNET, INCORPORATED

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Buyer, the Company and the Seller have caused this Agreement for Purchase and Sale of Stock to be duly executed as of the date first above written.

DELPHI INFORMATION SYSTEMS, INC.

By \_\_\_\_\_  
David J. Torrence  
President

THE CONTINENTAL CORPORATION

By Fred A. Marziano  
Name: Fred G. Marziano  
Title: Exec. Vice President

PACIFIC INSURANCE COMPANY

By Fred A. Marziano  
Name: Fred G. Marziano  
Title: President

INSURNET, INCORPORATED

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Buyer, the Company and the Seller have caused this Agreement for Purchase and Sale of Stock to be duly executed as of the date first above written.

DELPHI INFORMATION SYSTEMS, INC.

By \_\_\_\_\_  
David J. Torrence  
President

THE CONTINENTAL CORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PACIFIC INSURANCE COMPANY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INSURNET, INCORPORATED

By William E. Grier  
Name: William E. Grier  
Title: President and CEO