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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Reliance Insurance Company

6-1-01

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

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

2. Name and address of receiving party(ies)

Name: BRW Acquisition, Inc.

Internal Legal Department

Address:

Street Address: 5701 Stirling Rd.

City: Davie State: FL Zip: 33496

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: May 31, 2001

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional number(s) attached  Yes  No

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

Name: Eric S. Gordon

Internal Address: Legal Department

Street Address: 6150 Oak Tree Blvd.

Suite 400

City: Independence State: OH Zip: 44131

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Eric S. Gordon  
Name of Person Signing

Signature

May 29, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**Application and Registration Numbers:**

**Registered Trademarks/Service marks:**

Reg. No. 2,145,276 "RELIANT INSURANCE COMPANY"

Reg. No. 2,246,064 "A NEW STANDARD IN NONSTANDARD AUTO"

**Pending Trademarks/Service marks:**

Serial No. 75/316,308 "RELIANTINSURANCE"

Serial No. 75/316,355 "RELIANTINS"

Serial No. 75/541,806 "RELIANT CASUALTY"

Serial No. 75/697,984 "RELIANCE PERSONAL INSURANCE COMPANY"

Serial No. 75/697,985 "RELIANCE PERSONAL INSURANCE"

Serial No. 75/657,986 "RELIANCE PERSONAL INSURANCE and Design"

Serial No. 75/766,462 "WE KEEP IT SIMPLE"

Serial No. 75/934,047 "RAPTOR"

**RELIANT INSURANCE COMPANY  
TRADEMARK/SERVICE MARK ASSIGNMENT**

This TRADEMARK/SERVICE MARK ASSIGNMENT, effective May 31, 2001 ("Effective Date") is entered into by and between **Reliant Insurance Company**, an insurer organized under the laws of Pennsylvania having its principal place of business at 1717 E. 9<sup>th</sup> Street, 20<sup>th</sup> Floor Legal Department, Cleveland, Ohio 44114 (the "Assignor") and **BRW Acquisitions, Inc.**, a corporation organized under the laws of Delaware having its principal place of business at 5701 Stirling Rd., Legal Department, Davie, FL 33496 (together with its Affiliates, the "Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the sole and exclusive owner of the trademarks and service marks identified in Schedule A attached to this Assignment and incorporated herein by reference ("Marks");

**WHEREAS**, Assignor has the power and authority to assign to Assignee the exclusive right, privilege and ownership to the Marks;

**WHEREAS**, Assignee desires to obtain from Assignor a transfer of the exclusive right, privilege and ownership to the Marks;

**NOW THEREFORE**, for good and valuable consideration, and in consideration of the mutual promises and agreements set forth herein, the parties, each intending to be legally bound hereby, promise and agree as follows:

Article 1. Grant of Assignment.

- A. **Subject to the terms and conditions set forth in this Assignment, Assignor hereby assigns to Assignee and its Affiliates, whether now in existence or hereafter created or acquired, the exclusive right, privilege and ownership to the Marks together associated with the goodwill of the business associated therewith;**
- B. This Assignment shall pertain only to the Marks listed in Schedule A and shall not extend to any other marks owned by Assignor.

Article 2. Ownership of Marks.

- A. Assignee shall obtain ownership of the Marks upon the effective date of this Assignment. Assignor shall not perform any acts or omissions, or permit the performance of any acts or omission, inconsistent with Assignee's ownership.
- B. This Assignment shall give Assignee the exclusive right, privilege and ownership to the Marks.

Article 3. Warranty of Ownership.

- A. Assignor represents and warrants to Assignee, as of the Effective Date of this Assignment, as follows:
  - 1. Assignor is the sole, exclusive and lawful owner of the Marks listed in Schedule A; and
  - 2. There are no actions, suits or claims or legal, administrative, regulatory or arbitration proceeding or investigations pending or, to the best knowledge of Assignor, threatened involving any of the Marks listed in Schedule A.

Article 4. Other Terms and Conditions.

- A. This Assignment represents the entire agreement between the parties with respect to the subject matters stated herein and supersedes all previous agreements, promises, representations, warranties, and understandings, whether written or oral.
- B. This Agreement shall be governed for all purposes by the laws of the Commonwealth of Pennsylvania, exclusive of its rules with respect to conflicts of law.

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this Assignment in duplicate by their duly authorized officers on the dates indicated below.

**BRW Acquisitions Inc**  
("Assignee")

By: 

Name: RANDY SUTTON

Title: CFO

Date: 5/15/01

**Reliant Insurance Company**  
("Assignor")

By: 

Name: ALEXIS S. OPLER

Title: Corporate Counsel

Date: 5/7/01

**RELIANCE INSURANCE COMPANY  
TRADEMARK/SERVICE MARK ASSIGNMENT**

This TRADEMARK/SERVICE MARK ASSIGNMENT, effective March 31, 2001 ("Effective Date") is entered into by and between **Reliance Insurance Company**, a Pennsylvania insurer organized under the laws of Pennsylvania having its principal place of business at Three Parkway, Philadelphia, Pennsylvania 19102 (the "Assignor") and **Reliant Insurance Company**, an insurer organized under the laws of Pennsylvania having its principal place of business at 1717 E. 9<sup>th</sup> Street, 20<sup>th</sup> Floor Legal Department, Cleveland, Ohio 44114 (together with its Affiliates, the "Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the sole and exclusive owner of the trademarks and service marks identified in Schedule A attached to this Assignment and incorporated herein by reference ("Marks");

**WHEREAS**, Assignor has the power and authority to assign to Assignee the exclusive right, privilege and ownership to the Marks;

**WHEREAS**, Assignee desires to obtain from Assignor a transfer of the exclusive right, privilege and ownership to the Marks;

**NOW THEREFORE**, for good and valuable consideration, and in consideration of the mutual promises and agreements set forth herein, the parties, each intending to be legally bound hereby, promise and agree as follows:

Article 1. Grant of Assignment.

- A. **Subject to the terms and conditions set forth in this Assignment, Assignor hereby assigns to Assignee and its Affiliates, whether now in existence or hereafter created or acquired, the exclusive right, privilege and ownership to the Marks together associated with the goodwill of the business associated therewith;**
- B. This Assignment shall pertain only to the Marks listed in Schedule A and shall not extend to any other marks owned by Assignor.

Policies Underwritten By:

Reliance National  
Insurance Company

Reliance Insurance  
Company

Reliance National  
Indemnity Company

United Pacific  
Insurance Company

Reliant Insurance  
Company

Reliant Casualty  
Insurance Company

Reliance Direct  
Insurance Company

Article 2. Ownership of Marks.

- A. Assignee shall obtain ownership of the Marks upon the effective date of this Assignment. Assignor shall not perform any acts or omissions, or permit the performance of any acts or omission, inconsistent with Assignee's ownership.
- B. This Assignment shall give Assignee the exclusive right, privilege and ownership to the Marks.

Article 3. Warranty of Ownership.

- A. Assignor represents and warrants to Assignee, as of the Effective Date of this Assignment, as follows:
  - 1. Assignor is the sole, exclusive and lawful owner of the Marks listed in Schedule A; and
  - 2. There are no actions, suits or claims or legal, administrative, regulatory or arbitration proceeding or investigations pending or, to the best knowledge of Assignor, threatened involving any of the Marks listed in Schedule A.

Article 4. Other Terms and Conditions.

- A. This Assignment represents the entire agreement between the parties with respect to the subject matters stated herein and supersedes all previous agreements, promises, representations, warranties, and understandings, whether written or oral.
- B. This Agreement shall be governed for all purposes by the laws of the Commonwealth of Pennsylvania, exclusive of its rules with respect to conflicts of law.

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this Assignment in duplicate by their duly authorized officers on the dates indicated below.

**Reliance Insurance Company**

By: Kevin G. McLean  
Name: KEVIN G. McLEAN  
Title: CORPORATE SUP. GENERAL COUNSEL  
& CORPORATE SECRETARY  
Date: 2/28/01

**Reliant Insurance Company**

By: Alexis S. Oster  
Name: ALEXIS S. OSTER  
Title: Corporate Counsel  
Date: 2/19/01

**SCHEDULE A**  
**(List of Marks)**

**Registered Trademarks/ServiceMarks:**

1. "RELIANT INSURANCE COMPANY" – Reg. No. 2,145,276 issued on March 17, 1998.
2. "A NEW STANDARD IN NONSTANDARD AUTO" – Reg. No. 2,246,064 issued on May 18, 1999.

**Pending Trademarks/ServiceMarks:**

1. "RELIANTINSURANCE" – Serial No. 75/316,308 (currently on forth extension to file statement of use.)
2. "RELIANTINS" – Serial No. 75/316,355 (currently on forth extension to file statement of use.)
3. "RELIANT CASUALTY" – Serial No. 75/541,806 (statement of use due to be filed.)
4. "RELIANCE PERSONAL INSURANCE COMPANY" – Serial No. 75/697,984 filed May 5, 1999 (filed response to Office Action and expect to receive Notice of Publication.)
5. "RELIANCE PERSONAL INSURANCE" – Serial No. 75/697,985 filed May 5, 1999 (filed response to Office Action and expect to receive Notice of Publication.)
6. "RELIANCE PERSONAL INSURANCE and Design" – Serial No. 75/657,986 filed May 5, 1999. (filed response to Office Action and expect to receive Notice of Publication.)
7. "WE KEEP IT SIMPLE" – Serial No. 75/766,462 filed August 2, 1999 (mark published for opposition on March 7, 2000. Expect to receive Notice of Allowance shortly.)
8. "RAPTOR" – Serial No. 75/934,047 filed March 3, 2000 (in process of filing a response to "likelihood of confusion" Office Action.)