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To the Honorable Commissioner of Pa

101802373

Attached original documents or copy thereof:

1. Name of conveying party(ies):
Marsh USA Inc.
- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other

7-2501

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

3. Nature of conveyance:
- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/28/2001

2. Name and address of receiving party(ies):
Name: BenefitPoint Holding Corp.
Internal Address: _____
Street Address: Embarcadero 4, 19th Fl.

City: San Francisco State: CA Zip: 94111
- 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

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

A. Trademark Application No.(s):

WHEREIWORK.COM-Serial No. 76097049
BENEFITSITE-Serial No. 75889216
HR STUDIO-Serial No. 75889215

See Attached

B. Trademark Registration No.(s):

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
- Name: Pamela Weinstock
Fried, Frank, Harris, Shriver and Jacobson
- Internal Address: _____
Street Address: One New York Plaza
City: New York State: NY Zip: 10004

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 3.41).....\$90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 06-0920
(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.

Pamela Weinstock
Name of Person Signing

Signature

July 25, 2001
Date

Total number of pages including comprising cover sheet, attachments, and document: 6

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

08/06/2001 6TDM11 00000153 76097049

01 FC:481 40.00 OP
02 FC:482 50.00 OP

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (this "Assignment") is made and entered into as of this 2nd day of July, 2001 between Marsh USA Inc., a corporation organized and existing under the laws of Delaware and having its principal place of business at 1166 Avenue of the Americas New York, New York 10036 (the "Assignor") and BenefitPoint Holding Corp., a corporation organized and existing under the laws of Delaware and having its principal place of business at Embarcadero 4, 19th Floor San Francisco, California 94111 (the "Assignee").

WHEREAS, the Assignor has filed applications to register the following marks:

<u>Mark</u>	<u>U.S. Serial No.</u>
BENEFITSITE	75/889,216
HR STUDIO	75/889,215
WHEREIWORK.COM	76/097,049

(the "Marks"); and

WHEREAS, the Assignee has agreed to acquire the Marks and any registrations thereof, together with the associated goodwill of the Assignor's ongoing and existing line of business related to the Marks, and, as a successor to the Assignor's ongoing and existing line of business related to the Marks, such line of business, and the Assignor has agreed to convey and transfer to the Assignee the Marks, any registrations thereof, the associated goodwill of Assignor's ongoing and existing line of business related to the Marks, and, as the As-

signee will be a successor to the Assignor's ongoing and existing line of business related to the Marks, such line of business;

WHEREAS, as of the date of this Assignment of Marks, the Assignee is a successor to the Assignor's ongoing and existing line of business to which the Marks relate;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby sells, assigns, transfers and sets over unto the Assignee, as a successor to the Assignor's ongoing and existing line of business related to the Marks, all of its right, title and interest in and to the Marks and any registrations thereof or applications therefor, together with the associated goodwill of the Assignor's ongoing and existing line of business related to the Marks, including the right to file for protection around the world on the Marks, and the right to renew any registrations on the Marks, including the right to sue for past and future infringement of the Marks, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Recording. The Assignee shall within sixty (60) days of the signing of this Assignment take all necessary actions to record and effectuate this Assignment with the United States Patent and Trademark Office.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

4. Amendment of Assignment. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

5. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

6. Governing Law. The parties hereby agree that this Assignment shall be governed by the laws of New York, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to

be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

MARSH USA INC.

BENEFITPOINT HOLDING CORP.

By Patricia Hoermann
NAME: Patricia Hoermann
TITLE: Chief Financial Officer

By _____
NAME: _____
TITLE: _____

On this 24th day of June, 2001, before me appeared PATRICIA HOERMANN, who signed this instrument and who acknowledged that he signed it on behalf of Marsh USA Inc. with authority to do so.

On this ____ day of _____, 2001, before me appeared _____, who signed this instrument and who acknowledged that he signed it on behalf of BenefitPoint Holding Corp. with authority to do so.

Thomas G. Seaman
Notary Public

Notary Public

THOMAS G. SEAMAN
Notary Public, State of New York
No. 01SE4840203
Qualified in New York County
Commission Expires March 30, 20 03

70 IN WITNESS WHEREOF, the parties hereto have caused
71 this Assignment to be executed by their duly authorized repre-
72 sentatives as a sealed instrument as of the day and year first
73 above written.

MARSH USA INC.

BENEFITPOINT HOLDING CORP.

By _____
NAME: _____
TITLE: _____

By Kurt M. de Groot
NAME: Kurt M. de Groot
TITLE: Vice President

On this _____ day of _____,
2001, before me _____ appeared
_____, who signed
this instrument and who
acknowledged that he signed it
on behalf of Marsh USA Inc.
with authority to do so.

On this 20th day of June,
2001, before me _____ appeared
Kurt M. de Groot, who signed
this instrument and who
acknowledged that he signed it
on behalf of BenefitPoint
Holding Corp. with authority to
do so.

Notary Public

Yolanda Nesbitt

Notary Public

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