

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):
Enterprise Profit Solutions Corporation

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

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

2. Name and address of receiving party(ies)

Name: The Structured Settlements Company, Inc.
Internal _____
Address: _____

Street Address: 10 South Riverside Plaza, Suite 2200
City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 1, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1791875

Additional number(s) attached Yes No

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

Name: Cynthia R. Smith, Esq.
Internal Address: _____

Street Address: 1515 Arapahoe St.
Tower I, Suite 1000
City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved:

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


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501374

(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.

Cynthia R. Smith  10/08/03
Name of Person Signing Signature Date

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

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

10/08/03 00:08 FAX 303 337 1850

EPS SETTLEMENTS

003

04-17-2003

Form PTO-1594 (Rev. 10/02) **RECORDED** **TR** **102422987** DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Enterprise Profit Selections Corp

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

2. Name and address of receiving party(ies)
Name: EPS Settlements Group, Inc.
Internal Address:
Street Address: 7100 E. Belleview Ave. #300
City: Greenwood Village State: CO Zip: 80111

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

3. Nature of conveyance:
 Assignment Merger Security Agreement Change of Name Other Divestiture / Cessation of Operations

Execution Date: 11/1/01

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

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 registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1791875

Additional number(s) attached Yes No

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.

Enclosed Authorized to be charged to depositor's account

8. Deposit account number:
Street Address: EPS Settlements Group, Inc.
7100 E. Belleview Ave. #300
Greenwood
City: Village State: CO Zip: 80111

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

DO NOT USE THIS SPACE

B. 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.

Tammy Aminian Tammy Aminian 11/26/02
Name of Person Signing Signature Date

44/16/2003 EPTIME: 00000178 1791875 Total number of pages including cover sheet, attachments, and document: 1

01 FC 4521 40.00 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "**Agreement**") is made and entered into as of January 1, 2000 (the "**Effective Date**"), by and between Enterprise Profit Solutions Corporation, a Delaware corporation (the "**Company**"), and The Structured Settlements Company, Inc., a California corporation ("**TSSC**").

WHEREAS, the Company is the sole shareholder of TSSC;

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into among EPS Solutions Corporation, a Delaware corporation and the parent of the Company ("**EPS**"), Kenneth H. Wells & Associates, Inc., a Colorado corporation ("**Wells**") and the shareholders of Wells (the "**Purchase Agreement**"), EPS acquired certain assets of Wells identified in the Purchase Agreement (the "**Wells Assets**");

WHEREAS, after acquiring the Wells Assets, EPS contributed them to the capital of the Company, its wholly-owned subsidiary;

WHEREAS, the Company desires to make a contribution to capital of TSSC of the Wells Assets, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Contribution Of Assets

1.1 Contribution of Assets. Subject to the terms and conditions of this Agreement, as of the Effective Date, the Company hereby conveys, transfers, assigns and grants to TSSC all of the Company's legal, beneficial and other right, title and interest in and to the Wells Assets (collectively, the "**Contributed Assets**").

II. Treatment of Exchange

2.1 No Stock Exchange. There shall be no additional stock issued by TSSC to the Company in exchange for the Contributed Assets.

2.2 Tax Treatment. The parties intend that the Company's contribution to TSSC of the Contributed Assets will qualify for non-recognition of gain or loss under Section 351 of the Internal Revenue Code of 1986, as amended.

III. General

3.1 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given upon personal delivery or three (3) days after being mailed by certified or registered mail, postage prepaid, return receipt requested, or one (1) business day

after being sent via a nationally recognized overnight courier service if overnight courier service is requested from such service or upon receipt of electronic or other confirmation of transmission if sent via facsimile to the parties, their successors in interest or their assignees at the following addresses and telephone numbers, or at such other addresses or telephone numbers as the parties may designate by written notice in accordance with this Section 3.1:

If to the Company: Chief Executive Officer
Enterprise Profit Solutions Corporation
10 South Riverside Plaza, Suite 2200
Chicago, Illinois 60606
Tel: (312) 782-1581
Fax: (312) 782-3016

If to TSSC: Chief Executive Officer
The Structured Settlements Company, Inc.
10 South Riverside Plaza, Suite 2200
Chicago, Illinois 60606
Tel: (312) 782-1581
Fax: (312) 782-3016

3.2 Amendments. This Agreement shall not be amended, changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by the parties hereto.

3.3 Entire Agreement. This Agreement and any and all other documents delivered or to be delivered pursuant hereto contain the entire agreement between the parties pertaining to the subject matter hereof. This Agreement supersedes all prior oral and written agreements and all prior or contemporaneous verbal negotiations, commitments, understandings and agreements with respect to the subject matter hereof.

3.4 Waiver. Any forbearance by a party to this Agreement in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of that or any other right or remedy.

3.5 Headings. The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

3.6 Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

3.7 Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to its conflicts-of-law principles.

3.8 Third Party Beneficiaries. This Agreement is solely between the parties hereto; there are no third party beneficiaries hereof.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ENTERPRISE PROFIT SOLUTIONS CORPORATION,
a Delaware Corporation

By: David Hoffmann
Name: DAVID HOFFMANN
Title: CEO

THE STRUCTURED SETTLEMENTS COMPANY, INC.,
a California corporation

By: Mark Coleman
Name: MARK C. COLEMAN
Title: Vice President, Sec, COO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November ____, 1998 by and among Kenneth H. Wells & Associates, Inc., a Colorado corporation ("Wells"), Kenneth H. Wells of California Insurance Services, Inc., a Colorado corporation ("Wells California") and Kenneth H. Wells & Associates of Texas, Inc., a Texas corporation ("Wells Texas," and together with Wells and Wells California, "Seller"), the stockholders of Seller listed on the signature page(s) hereof (each such individual a "Stockholder," and collectively, the "Stockholders"), T. Scott Hamilton, acting for and on behalf of the Stockholders as their representative pursuant to Section 4.13 (the "Stockholder Representative"), and ProfitSource Corporation, a Delaware corporation ("Buyer").

A. Seller is engaged in the business of structured settlements (the "Business").

B. The Stockholders own all of the issued and outstanding shares of capital stock of Wells and Wells California. Wells has an option to buy all of the equity securities of Wells Texas and an irrevocable proxy to vote all of the voting securities of Wells Texas.

C. Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, certain assets, rights, liabilities and obligations of Seller on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Transfer of Assets.

1.1. Assets.

(a) Acquired Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as hereinafter defined) Seller, pursuant to a Bill of Sale substantially in the form of Exhibit A (the "Bill of Sale"), shall convey, transfer, assign, sell and deliver to Buyer, and Buyer shall acquire, accept and purchase, all of the assets, properties and rights of Seller listed on Schedule 1.1(a) (the "Acquired Assets").

(b) Excluded Assets. Notwithstanding anything contained in Section 1.1(a) to the contrary, Seller is not selling, and Buyer is not purchasing, any of the assets listed on Schedule 1.1(b) (the "Excluded Assets"), all of which shall be retained by Seller.

1.2. Assumption of Certain Liabilities. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Buyer shall assume those certain liabilities and obligations of Seller identified on Schedule 1.2 (the "Assumed Liabilities") pursuant to an

2.6. Certain Property of Seller.

(a) Real Property. Except as set forth on Schedule 2.6(a) Seller has never and does not currently own any real property. Schedule 2.6(a) lists all real properties leased by Seller, including a brief description of the operating facilities located thereon, the annual rent payable thereon, the length of the term, any option to renew with respect thereto and the notice and other provisions with respect to termination of rights to the use thereof.

(i) Seller has a valid leasehold in the real properties shown in Schedule 2.6(a) under written leases (each lease being referred to herein as a "**Real Property Lease**," and collectively the "**Real Property Leases**") and to the knowledge of Seller or any Stockholder, each Real Property Lease is a valid and binding obligation of each of the other parties thereto, except as enforceability may be limited by the Bankruptcy Exception.

(ii) Seller is not, and neither Seller nor any Stockholder has any knowledge that any other party to any Real Property Lease is, in default with respect to any material term or condition thereof, no event has occurred which through the passage of time or the giving of notice, or both, would constitute a default thereunder or would cause the acceleration of any obligation of any party thereto or the creation of a lien or encumbrance upon any asset of Seller.

(iii) To the knowledge of Seller or any Stockholder all of the buildings, fixtures and other improvements to which the Real Property Leases relate are in good operating condition and repair, and, to their knowledge, the operation thereof as presently conducted is not in violation of any applicable building code, zoning ordinance or other law or regulation.

(b) Personal Property. Schedule 2.6(b) lists all vehicles, furniture, fixtures, equipment and other items of tangible personal property owned or leased by Seller other than the Excluded Assets (the "**Personal Property**"). All items of Personal Property are in good operating condition and repair sufficient to enable Seller to operate the Business as presently conducted. Schedule 2.6(b) identifies each item of Personal Property as owned or leased by Seller. The items of Personal Property identified as owned are Acquired Assets, and the items of Personal Property identified as leased are leased pursuant to lease agreements that are Acquired Assets. All of such leases are valid and in full force and effect and none of such Personal Property is subject to any sublease, license or other agreement granting to any person any right to use such property (each such lease, sublease, license or other agreement, a "**Personal Property Lease**," and collectively the "**Personal Property Leases**"). Seller is not in material breach of or default, and no event has occurred which, with due notice or lapse of time or both, may constitute such a material breach or default, under any Personal Property Lease.

(c) Proprietary Rights.

(i) Schedule 2.6(c) lists all Proprietary Rights (either registered, applied for, or common law) owned by, registered in the name of, licensed to, or otherwise used by Seller that are material to the Business. For purposes of this Agreement "**Proprietary Rights**" means trademarks and service marks (registered or unregistered), trade dress, trade names including, without limitation, the names Kenneth H. Wells & Associates, SAMSON, and Lifeline and other

names and slogans embodying business or product goodwill or indications of origin, all applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith, as well as the following: (i) patents, patentable inventions, discoveries, improvements, ideas, know-how, formula, methodology, processes, technology and computer programs, software and databases (including source code, object code, development documentation, programming tools, drawings, specifications and data), and all applications or registrations in any jurisdiction pertaining to the foregoing, including all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof; (ii) trade secrets, know-how, including confidential and other non-public information, and the right in any jurisdiction to limit the use or disclosure thereof; (iii) copyrights in writings, designs, mask works or other works, and registrations or applications for registration of copyrights in any jurisdiction; (iv) licenses, including, without limitation, software licenses, immunities, covenants not to sue and the like relating to any of the foregoing; (v) Internet Web sites, domain names and registrations or applications for registration thereof; (vi) customer lists; (vii) books and records describing or used in connection with any of the foregoing; and (viii) claims or causes of action arising out of or related to infringement or misappropriation of any of the foregoing.

(ii) All of the Proprietary Rights that are material to the Business are owned by Seller free and clear of any and all liens, security interests, claims, charges and encumbrances or are used by Seller pursuant to a valid and enforceable license granting rights sufficiently broad to permit the historical and anticipated uses of the Proprietary Rights in connection with the conduct of the Business in the manner presently conducted and to convey such right and authority to Buyer.

(iii) Schedule 2.6(c) lists any licenses, sublicenses or other agreements pursuant to which Seller grants a license to any person to use the Proprietary Rights or is a licensee of any of the Proprietary Rights.

(iv) The grants, registrations and applications included in or applicable to the Proprietary Rights listed on Schedule 2.6(c) have not lapsed, expired or been abandoned and no application or registration thereof is the subject of any proceeding before any court, arbitrator, state, local or foreign government agency, regulatory body, or other governmental authority (each a "**Governmental Entity**," and collectively "**Governmental Entities**") with authority to bind Seller. There have not been any actions or other judicial or adversary proceedings involving Seller concerning any of the Proprietary Rights, nor to the knowledge of Seller or any Stockholder, is any such action or proceeding threatened.

(v) The conduct of the Business does not conflict with valid patents, trademarks, trade secrets, trade names, or other intellectual property rights of others. To the knowledge of Seller or any Stockholder, there are no conflicts with or infringements of any of the Proprietary Rights by any third party.

(vi) Seller is the sole owner of its trade secrets, including, without limitation, customer lists, formulas, inventions, processes, know-how, computer programs and routines associated, developed or used in connection with the Business (the "**Trade Secrets**"), free and

Schedule 2.6(c)

Proprietary Rights

- (i) "SAMSON", the Seller's in house case management and commission reporting system has been copyrighted (See attached Certificate of Registration).
- (ii) "LifeLine", the Seller's schedule of life insurance ratings which is used in marketing and sales has a trademark.
- (iii) The Seller's names have been properly registered with the appropriate Secretaries of State in the state in which they are incorporated.
- (iv) The Seller has a registered Internet website, WWW.STRUCTURES.COM
- (v) Seller's customer lists in whatever form they might be.
- (vi) See Licenses (Schedule 2.15) regarding insurance licenses.
- (vii) The Forum (quarterly newsletter of Seller).