

06-27-2003

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

RE: 7



102484688

J.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): 5-27-03 XL Capital Ltd

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

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

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

Execution Date: 5/16/03

2. Name and address of receiving party(ies) Name: InsureVianet, Inc.

Internal Address:

Street Address: 693 Bloomfield Avenue

City: Bloomfield State: CT Zip: 06002

- 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 registration number(s): A. Trademark Application No.(s) 76/260,165, 76/329,152

B. Trademark Registration No.(s) 2,633,189

Additional number(s) attached Yes No

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

Name: Kathy Silberthau Strom

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 1990 K St., N.W., Suite 950

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kathy Silberthau Strom Name of Person Signing

Kathy Silberthau Strom Signature

5-27-03 Date

Total number of pages including cover sheet, attachments, and document: 5

06/26/2003 6TOM11 00000065 76260165

01 FC:8521 40.00 OP 02 FC:8522 50.00 OP

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

TRADEMARK REEL: 002765 FRAME: 0106

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of December 31, 2002 between XL Capital Ltd, a corporation organized and existing under the laws of the Cayman Islands located at XL House, One Bermudiana Road, Hamilton, HM 11, Bermuda, (the "Assignor"), and InsureVianet, Inc., a Delaware business corporation ("Assignee").

### RECITALS

A. Whereas on December 31, 2002 certain indirect subsidiaries of XL Capital Ltd namely, XL America, Inc., a Delaware corporation ("XLA"), XL Global Services, Inc., a Delaware corporation ("XLGS") and XL Specialty Insurance Company, a Delaware insurance company agreed to sell a business unit which provided electronic underwriting capabilities for insurance companies, and certain operating assets representing an ongoing and existing business as required by 15 U.S.C. § 1060, including but not limited to certain trademarks and service marks or logos owned by the Assignor and associated goodwill used principally in the XL Vianet business unit to InsuranceNoodle, Inc., a Delaware corporation ("InsuranceNoodle"), and Assignee, a Delaware business corporation (the "Buyer" and together with InsuranceNoodle, the "Buyer Parties").

B. Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire all of Assignor's right, title, and interest in and to the trademarks, service marks, or logos and the applications and registrations related thereto (as well as the goodwill associated therewith) included in the Acquired Assets (as defined in the Asset Purchase Agreement), including, without limitation, the trademarks, service marks or logos listed on Exhibit A hereto (collectively, the "Assigned Trademarks").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Asset Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the assignments set forth in the Asset Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks and any registrations thereof or applications therefore, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives. This Assignment is intended to and shall comply with the requirements of 15 U.S.C. § 1060.

2. As may be reasonably be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee in a

commercially reasonable manner to evidence, record, and perfect the assignment of the Assigned Trademarks and secure Assignee's rights therein, including, but not limited to, the execution, delivery and filing of those documents and instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

3. Assignor hereby authorizes the United States Patent and Trademark Office to record the assignment as appropriate of the Assigned Trademarks to Assignee in accordance with the terms of this Assignment.

4. 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.

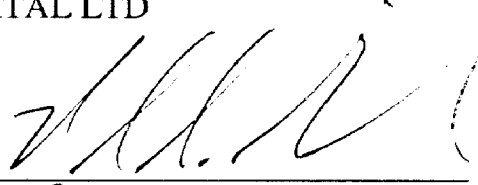
5. Governing Law. The parties hereby agree that this Assignment shall be governed by the construed under and in accordance with the laws of Federal laws of the United States.

**IN WITNESS WHEREOF**, this Assignment has been executed to be effective as of the day and year first written above.

**ASSIGNOR:**

XL CAPITAL LTD

By: \_\_\_\_\_

  
Name: PAUL S. GORDIN  
Title: EVP, General Counsel

Acknowledgement by Notary Public

City  
State of Hamilton

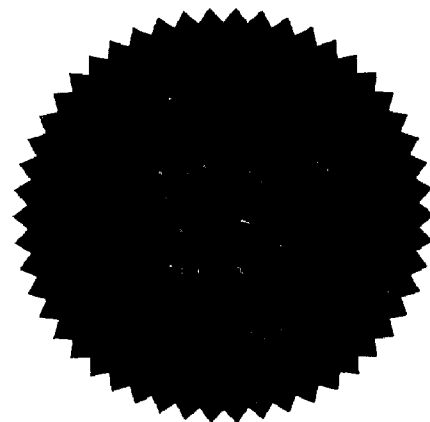
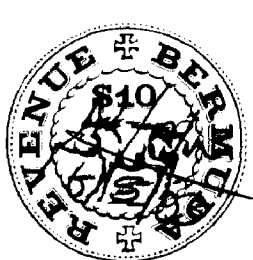
Islands  
County of BERMUDA

On this 16<sup>th</sup> day of May, 2003, before me, the undersigned Notary Public, personally appeared PAUL CARDENALE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: 

Name: Norine A. Milford Notary Public



# EXHIBIT A

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
CLICKSTANT	76/260,165	
EXECUTIVE LIABILITY SUITE	76/329,152	
INSURANCE IN A CLICKSTANT	76/260,164	2,633,189
VIANET	N/A	