

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fringe Benefits Management Company		01/30/2004	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Trustmark Insurance Company		
Street Address:	400 Field Drive		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Insurance Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2106846	LIFEEVENTS	
CORRESPONDENCE DATA			
Fax Number:	(312)269-8869		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bharaguchi@seyfarth.com		
Correspondent Name:	Bruce Haraguchi		
Address Line 1:	55 E. Monroe, Suite 4300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	25499-900100		
NAME OF SUBMITTER:	Bruce Haraguchi		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Agreement is by and between Fringe Benefits Management Company, a Florida corporation ("Assignor") and Trustmark Insurance Company, an Illinois insurance company ("Assignee").

WHEREAS, Assignor, is the owner of that certain U.S. service mark and registration identified as follows: Registration Number 2106846 for the service mark "LifeEvents", that certain Florida state trademark, filing number T96000001046 "LifeEvents" and certain common law rights and goodwill related to the mark "LifeEvents" (collectively, the "Mark"); and

WHEREAS, Assignee, wishes to acquire all rights, title, and interest in the Mark.

NOW, therefore, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, all associated goodwill and all other rights), in and to the Mark.

2. No Liabilities of Assignor Assumed. Assignee does not hereby acquire or accept and Assignor does not hereby convey any of Assignor's liabilities related to or connected with the Mark

3. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$30,000.00 (Thirty Thousand Dollars and Zero Cents), payable upon execution of this Agreement.

4. Representations and Warranties. Assignor represents and warrants to Assignee:

- A. Assignor has the right, power and authority to enter into this Agreement;
- B. The Board of Directors of Assignor has approved the sale and assignment of the Mark;
- C. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark;
- D. The Mark is free of any liens, security interests, encumbrances or licenses;
- E. The Mark does not infringe the rights of any person or entity;
- F. There are no claims, pending or threatened, with respect to Assignor's rights in the Mark;
- G. This Agreement is valid, binding and enforceable in accordance with its terms; and
- H. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement or otherwise affecting the Mark.

4. Indemnification of Assignee. Assignor agrees to indemnify and hold harmless Assignee each of its officers, directors, managers, employees, agents, members, partners and shareholders from and against any and all losses and expense incurred by Assignee in connection with, relating to, or arising from any breach by Assignor of any of Assignor's representations, warranties and covenants in this Agreement.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including but not limited to the regulatory filings necessary to transfer ownership of the Mark on the records of the State of Florida and the U.S. Patent and Trademark Office.

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws (without regard to conflicts of law provisions) of the State of Illinois. The parties hereby submit to the exclusive jurisdiction of the courts of the State of Illinois in the Counties of Lake and Cook as regards all matters related hereto.

9. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

10. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of Sellers, Individuals and Buyer.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized and appointed officers, do hereby execute this Agreement.

Fringe Benefits Management Company

By: 

Name: Michael H. Sheridan

Title: Chairman

Attest: _____

Name: _____

Title: _____

Trustmark Insurance Company

By: Chris Martin

Name: CHRIS MARTIN

Title: Executive Vice President

Attest: Martin F. Traynor

Name: MARTIN F. TRAYNOR

Title: VICE PRESIDENT