

Form PTO 1594
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

**LUMBERMENS MUTUAL CASUALTY
COMPANY**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - NUNC PRO TUNC ASSIGNMENT
- Merger

Effective Date: **FEBRUARY 17, 2003**

2. Name and address of receiving parties:

Name: **AXIS SPECIALTY INSURANCE
COMPANY**

Address: **11680 Great Oaks Way
Suite 400
Alpharetta, GA 30022**

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

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 Applications

Mark	Serial No.

B. Trademark Registrations

Mark	Reg. No.
PRIVATUS	2,805,243

Additional numbers attached? Yes No

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

Name: Darby & Darby P.C.
Street Address: Post Office Box 5257
City: New York State: New York Zip: 10150-5257

OUR REF. NO.: 04192/3200365-US0

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

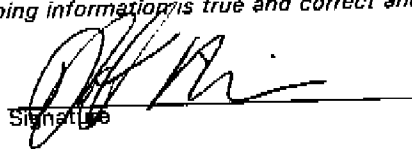
(Attach duplicate copy of this page if paying by deposit account)

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.

Robert S. Weisbein
Name of Person Signing



May 12, 2004

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

4

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

CHI \$40.00 040100 2806243

Trademark Assignment Agreement

WHEREAS, Lumbermens Mutual Casualty Company, an Illinois property casualty mutual insurance company ("Assignor"), has adopted, owns and is using the mark "Privatus" (the "Privatus Mark") in connection with the following services: financial insurance protection services customized for private companies, namely, underwriting employment practices liability, directors, officers, and corporate liability, fiduciary liability, and outside executive liability in International Class 36; and

WHEREAS, Assignor has filed an application to register the Privatus Mark on the Principal Register of the United States Patent and Trademark Office in connection with the services identified therein, Serial No. 76/101,348 filed on August 2, 2000; and

WHEREAS, Assignor has adopted, owns and is using the mark "Vestis" (the "Vestis Mark") and, together with the Privatus Mark, the "Marks") in connection with the following services: financial insurance protection services; and

WHEREAS, AXIS Specialty Insurance Company, a Connecticut stock property casualty stock insurance company ("Assignee"), desires to acquire the Marks and any registration(s)/application(s) thereof.

NOW, THEREFORE, for and in consideration of the fees paid pursuant to the Asset Transfer Agreement dated as of February __, 2003 by and between Assignor, certain affiliates of Assignor and Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee effective as of February 17, 2003 all right, title and interest in and to the Marks, all common law rights therein, and all rights in and to any and all applications, registrations, renewals and extensions that may be granted thereon, together with the good will of the business symbolized by the Marks.

Section 2. Governing Law. This Trademark Assignment Agreement shall be governed by the laws of the State of Illinois, without regard to applicable principles of conflict of laws.

Section 3. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

1-25-2004 11:32

AXIS SPECIALTY

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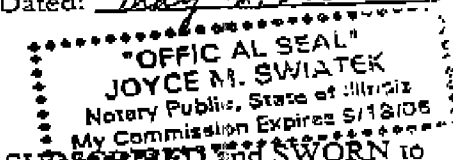
EXECUTION COPY

IN WITNESS WHEREOF, the parties have executed this document as of the date set forth below opposite each signature.

LUMBERMENS MUTUAL CASUALTY COMPANY

Dated: May 12, 2003

By: William A. Hickey
Name: WILLIAM A. HICKEY
Title: CEO & EXEC. V.P.



SUBSCRIBED and SWORN to before me this 12th of May 2003

Joyce M. Swiatek
Notary Public

My Commission Expires: 9-18-06

AXIS SPECIALTY INSURANCE COMPANY

Dated: _____

By: _____
Name:
Title:

SUBSCRIBED and SWORN to before me this ___ of May ___, 2003

Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the parties have executed this document as of the date set forth below opposite each signature.

LUMBERMENS MUTUAL CASUALTY COMPANY

Dated: _____

By: _____

Name:
Title:

SUBSCRIBED and SWORN to before me this ___ of May, 2003

Notary Public

My Commission Expires:

AXIS SPECIALTY INSURANCE COMPANY

Dated: 5/5/03

By: F. Marshall Turner

Name: F. Marshall Turner
Title: President

SUBSCRIBED and SWORN to before me this 5th of May, 2003

Orville Santoro
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires December 14, 2003

