

08-13-2004

FORM PTO-1594 (Rev. 6-93)

REC



SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

NRD 8/10/04

102813384

Y

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Lumbermens Mutual Casualty Company

- Individual  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other Illinois mutual insurance company

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

2. Name and address of receiving party(ies)

Name: Broadspire Services, Inc.

Internal Address:

Street Address: 1601 Southwest 80th Terrace

City: Plantation State: FL ZIP: 33324

- 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) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: July 14, 2003

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

A. Trademark Application No.(s)

76/276,975  
75/832,697

B. Trademark Registration No.(s)

1,141,667

Additional numbers attached?  Yes  No

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

Name: Jeanne M. Gills

Internal Address: Foley & Lardner LLP

Atty. Docket No. 076164/0134 (Reg. No. 1,141,667)

Atty. Docket No. 076164/0135 (Ser. No. 76/276,975)

Atty. Docket No. 076164/0136 (Ser. No. 75/832,697)

Street Address: 321 North Clark Street

Suite 2800

City: Chicago State: IL ZIP: 60610-4764

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:

06-1450

(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.

Jeanne M. Gills  
Name/Reg. No. 44,458

*Jeanne M. Gills*  
Signature

August 9, 2004  
Date

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

08/12/2004 09:00:03 76276975 400.00 AM 50.00 AM

TRADEMARK

REEL: 003025 FRAME: 0725

# Delaware

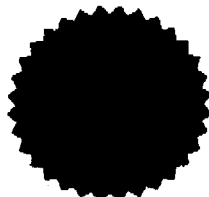
PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NATLSCO, INC.", CHANGING ITS NAME FROM "NATLSCO, INC." TO "BROADSPIRE SERVICES, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF OCTOBER, A.D. 2003, AT 8:12 O'CLOCK P.M.

2337131 8100

030691311



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2715515

DATE: 10-28-03

\*\* TOTAL PAGE.05 \*\*

TRADEMARK

REEL: 003025 FRAME: 0726

**TRADEMARK ASSIGNMENT**

WHEREAS, **Lumbermens Mutual Casualty Company**, an Illinois mutual insurance company, ("Lumbermens"), has adopted, owns and is using the trademarks listed on Exhibit A hereto (the "Marks") in connection with various goods and services; and;

WHEREAS, **NATLSCO, Inc.**, a Delaware corporation, with a principal place of business at 1 Kemper Drive, Long Grove, IL ("Assignee"), desires to acquire the Marks, any and all registrations thereof and accompanying goodwill in connection with the Marks;

WHEREAS, Lumbermens is a party to a Purchase Agreement dated as of July 14, 2003 ("Purchase Agreement"), pursuant to which Lumbermens has agreed to sell to Tornado Acquisition, Inc. all of the stock of Assignee and certain assets of Lumbermens used in Assignee's business;

WHEREAS, the Marks are included in the assets to be sold pursuant to the Purchase Agreement, and Tornado Acquisition, Inc. wishes to have the Marks, registrations and goodwill assigned to Assignee;

WHEREAS, the Purchase Agreement, along with the promises contained herein, constitute mutual consideration for the promises herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Lumbermens hereby SELLS, ASSIGNS and TRANSFERS to Assignee the entire worldwide right, title, and interest in and to the Marks, and any and all registrations therefore and all rights to sue for past infringements thereof, together with the goodwill of Lumbermens' business symbolized by the Marks.

2. Lumbermens hereby agrees to assist Assignee in every proper way, at Assignee's expense, to obtain and enforce the rights transferred hereby. To that end Lumbermens will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as Assignee may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such rights and the assignment thereof.

3. Lumbermens hereby appoints and designates irrevocably Assignee and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and on their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by Lumbermens, in the event Assignee is unable for any reason, after reasonable effort, to secure Lumbermens' signature on any document needed in connection with the actions specified in the preceding paragraph.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

**LUMBERMENS MUTUAL CASUALTY COMPANY**

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



William A. Hickey  
Executive Vice President and  
Chief Financial Officer

**NATLSCO, INC.**

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

Patricia A. Drago  
Chief Executive Officer

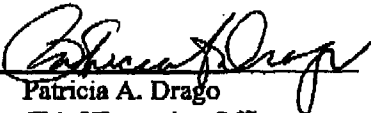
*Signature Page to the  
Trademark Assignment*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

**LUMBERMENS MUTUAL CASUALTY COMPANY**

By: \_\_\_\_\_  
William A. Hickey  
Executive Vice President and  
Chief Financial Officer

**NATLSCO, INC.**

By:   
Patricia A. Drago  
Chief Executive Officer

*Signature Page to the  
Trademark Assignment*

**EXHIBIT A**

<b>Trademark</b>	<b>Serial No.</b>	<b>Status</b>	<b>Registration No.</b>
HealthyReturn	75/253,791	Pending	
Integrated Return	76/269,918	Pending	
NATLSCO	73/187,407	Registered	(1,141,667)
NATLSCO Bounceback	76/276,975	Pending	
Pillar	75/832,697	Pending	

\*\* TOTAL PAGE.06 \*\*

RECORDED: 08/10/2004

TRADEMARK  
REEL: 003025 FRAME: 0731