

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Seabury & Smith, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) January 24, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Marsh & McLennan Properties

Internal (Bermuda) Ltd.

Address: Victoria Hall

Street Address: 11 Victoria Street

City: _____

State: _____

Country: Bermuda Zip: HM 11

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Bermuda
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,654,711 2,583,668 2,698,285 2,732,615

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MARSH ADVANTAGE AMERICA
MARSH@WORKONEPAY

MARSH@WORK SOLUTIONS
MARSH@WORK

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

Name: Kim A. Walker

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York

State: NY Zip: 10019

Phone Number: 212-728-8776

Fax Number: 212-728-8111

Email Address: kwalker@willkie.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2405

Authorized User Name Kim Walker

9. Signature:

February 9, 2005

Signature

Date

Kim A. Walker

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$116.00 232406 2664711

SERVICE MARK ASSIGNMENT

This Service Mark Assignment (the "Assignment") is made as of this 24th day of January, 2005 by and between Seabury & Smith, Inc., a Delaware corporation with a principal place of business at 1166 Avenue of the Americas, New York, New York 10036 ("Assignor"), and Marsh & McLennan Properties (Bermuda) Ltd., a Bermuda corporation with a principal place of business at Victoria Hall, 11 Victoria Street, HM 11, Bermuda ("Assignee").

WHEREAS, Assignor owns the United States service mark registrations set forth on Schedule A hereto (hereinafter, the "Marks"); and

WHEREAS, Assignee owns common law rights in and to the name "Marsh" and therefore owns certain common law rights in and to the marks covered by the registrations set forth in Schedule A, and thus desires to acquire all of Assignor's right, title and interest in and to the Marks;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, including all of its common law rights therein, the registrations therefor set forth on Schedule A, and the goodwill of the business symbolized thereby.
2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.
3. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all documents necessary to effect the recordal of and to record the Assignment.
4. The Assignment shall be binding upon Assignor, Assignor's successors and assigns, all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

2749222.2

SCHEDULE A**SERVICE MARKS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MARSH@WORKONEPAY	2,583,668	6/18/02
MARSH ADVANTAGE AMERICA	2,654,711	11/26/02
MARSH @ WORK SOLUTIONS	2,698,285	3/18/03
MARSH @WORK	2,732,615	7/1/03