

Form TPO-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):

Insur'Ed Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) September 20, 2004

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

The National Underwriter

Name: Company

Internal

Address: _____

Street Address: 5081 Olympic Boulevard

City: Erlanger

State: Kentucky

Country: USA Zip: 41018-3184

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)
1,977,914

Additional sheet(s) attached? Yes No

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

INSUR'ED

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

Name: Lori Krafte, Esq.

Internal Address: _____

Greenebaum Doll & McDonald PLLC

Street Address: 255 East Fifth Street

2800 Chemed Center

City: Cincinnati

State: Ohio Zip: 45202

Phone Number: (513) 455-7635

Fax Number: (513) 762-7935

Email Address: lek@gdm.com

6. Total number of applications and registrations involved:

one

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 50-2904
Authorized User Name Lori Krafte

9. Signature:

Lori Krafte

Signature

Lori Krafte

Name of Person Signing

2-22-05

Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of September 20, 2004 between Insur'Ed Inc., a New York Corporation (the "Assignor") and The National Underwriter Company, a Delaware corporation (the "Assignee").

WHEREAS, Assignor has adopted, used and is using the mark listed on Schedule A hereto (the "Mark"); and

WHEREAS, Pursuant to the Asset Purchase Agreement, dated as of the date hereof, between the Assignor, the Assignee and Bart Shachnow, the Assignor agreed to sell, assign and transfer to Assignee and the Assignee agreed to acquire certain assets from Assignor including all right, title and interest of Assignor in and of the Mark, together with the goodwill of the business symbolized by the Mark.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignee's right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Mark.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

INSUR'ED INC.

By: [Signature]
Name: Bart Shachnow
Title: President

THE NATIONAL UNDERWRITER COMPANY

By: [Signature]
Name: ANDREW L. GOODENOUGH II
Title: Pres. & CEO

STATE OF Florida)
COUNTY OF Orange) ss.:



OFFICIAL SEAL
Marvin Wright
DD 262426
My Commission Expires Oct. 27, 2007

On the 20th day of September 2004, before me personally came Bart Shachnow, to me known, who, being by me duly sworn, did depose and say that he is the President of Insur'Ed Inc., the corporation described in and which executed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

[Signature]
Notary Public

SCHEDULE A

Country	Trademark	Registration Number	Registration Date	Description
U.S.A.	INSURED	1977914	6/4/1996	EDUCATIONAL SERVICES, NAMELY CONDUCTING COURSES AND SEMINARS IN THE FIELD OF THE RULES, REGULATIONS, AND PRACTICES WITHIN THE FINANCIAL AND INSURANCE INDUSTRIES FOR FINANCIAL INSTITUTIONS, INSURANCE COMPANIES, THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES, AND THE PUBLICATION OR DISSEMINATION OF PRINTED MATERIALS RELATED THERETO.