

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
AMCO Insurance Agencies, Inc.		01/01/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Direct General Insurance Agency of Tennessee, Inc.		
Street Address:	1281 Murfreesboro Road		
Internal Address:	5-50		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75337136	AMCO AUTO INSURANCE	
Registration Number:	2354361	AMCO AUTO INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	(615)366-3722		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(615) 365-3604		
Email:	jackson.walker@directgeneral.com		
Correspondent Name:	Jackson F. Walker		
Address Line 1:	1281 Murfreesboro Road		
Address Line 2:	5-50		
Address Line 4:	Nashville, TENNESSEE 37217		
NAME OF SUBMITTER:	Jackson F. Walker		
Signature:	/Jackson F. Walker/		

OP \$65.00 75337136

Date:

10/18/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND COPYRIGHTS

THIS ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND COPYRIGHTS (this "Assignment") to Direct General Insurance Agency of Tennessee, Inc., a Tennessee corporation ("Purchaser") from AR General Agency, Inc. (formerly known as AMCORP General Agency, Inc.), a Texas corporation ("AMCORP"), and All American General Agency, Inc., a Georgia corporation ("All American") (collectively referred to herein as the "Assignor").

WHEREAS, Purchaser and Assignor are among the parties to the Asset Purchase Supplement to that certain Option Agreement dated as of January 1, 2003 (the "Agreement"), the consummation of which is conditioned upon, among other things, the execution and delivery of this Assignment; and

WHEREAS, All American has represented to Purchaser that All American, together with its affiliate AMCORP, are collectively the lawful owner of certain registered and unregistered trademarks and service marks as set forth on Exhibit I hereto (the "Trademarks") including, without limitation, the service mark "AMCO Auto Insurance", which service mark has been issued Certificate of Registration No. 2,354,361 by the United States Patent and Trademark Office (the "Mark") and any corporate or marketing logo related thereto; and

WHEREAS, Assignor is the lawful owner of certain copyrights associated with promotional or advertising material, or otherwise used in connection with the name "AMCO Auto Insurance Agency" or the Trademarks (the "Copyrighted Materials"); and

WHEREAS, pursuant to Section 1.1(e) of the Agreement, Seller, as defined in the Agreement, has agreed to sell, transfer, convey, assign, and deliver to Purchaser, and Purchaser has agreed to purchase, acquire, and accept from Seller all rights, title and interest which Seller or its affiliates may have in and to the name "AMCO Auto Insurance Agency" and the service and trademarks and copyrights owned or used by Seller;

NOW THEREFORE, upon the request of Purchaser and in compliance with Section 6.7 of the Agreement, and in consideration of the other terms and conditions of the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. **Trademarks.** Assignor does hereby transfer, assign and convey to Purchaser, all rights, title and interest it may have in the Trademarks and the Mark and the goodwill related thereto; and
2. **Copyrights.** Assignor does hereby transfer, assign, and convey to Purchaser all copyrights and other intellectual property rights it may have in the Copyrighted Materials and does hereby grant and assign to Purchaser for its perpetual and worldwide use, the exclusive rights to publish, televise, broadcast or otherwise use the Copyrighted Materials.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officers under its corporate seals, if available, as of the 1st day of January, 2005.

**AR General Agency, Inc. (formerly known as
AMCORP General Agency, Inc.)**

[seal]

By: 

Title: President

ALL AMERICAN GENERAL AGENCY, INC.

[seal]

By: 

Title: President

Acknowledgements appear on the following page.

STATE OF Georgia
COUNTY OF Gwinnett

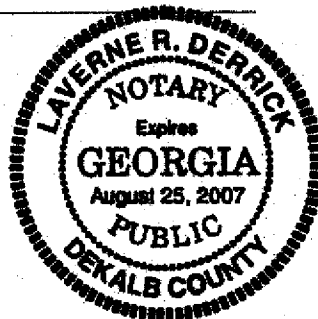
On this 24th day of January, 2005, before me appeared Alex Campos, the President
of AR General Agency, Inc. (formerly known as AMCORP General Agency, Inc.), who acknowledged the foregoing instrument
before me.

On this 24th day of January, 2005, before me appeared Alex Campos, the President
of ALL AMERICAN GENERAL AGENCY, INC., who acknowledged the foregoing instrument before me.

Laverne R. Derrick

Notary Public

My commission expires: _____



TRADEMARK

REEL: 003176 FRAME: 0627

EXHIBIT 1

Trademarks:

1. The Mark
2. The word "AMCO"
3. The trade name "AMCO Auto Insurance Agency"
4. The telephone number "1-800-GET-AMCO"