

08-30-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



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

Tab settings

103071239

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Handwritten vertical text on the left margin.

1. Name of conveying party(ies):

New Agency, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: InsureOne Independent Insurance

Internal Address: Agency, LLC

Street Address: 4450 Sojourn Drive, Suite 500

City: Addison State: Texas Zip: 75001

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: February 1, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,320,884 and 2,363,909

Additional number(s) attached Yes No

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

Name: Roger N. Chauza

Internal Address:

Street Address: P.O. Box 140036

City: Irving State: Texas Zip: 75014

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 80

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Roger N. Chauza

Name of Person Signing

Signature

August 23, 2005 Date

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

23

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

08/29/2005 ECOOPER 00000031 2320884

01 FC:8521 02 FC:8522

40.00 DP 25.00 DP

TRADEMARK REEL: 003213 FRAME: 0477

Affidavit of David B. Snyder

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this date, personally appeared David B. Snyder, who being by me first duly sworn upon oath, deposed and said:

“My name is David B. Snyder. I am over eighteen (18) years of age, am of sound mind, and fully competent to make this affidavit. The statements contained in this affidavit are within my personal knowledge as true and correct.

I am the Vice President, Secretary and General Counsel of Yellow Key Insurance Agency, Inc. and Insure One Independent Insurance Agency, LLC.

Effective May 1, 2001, Insure One Independent Agencies, Inc. (an Illinois Corporation) purchased the assets of Yellow Key Insurance Agency, Inc. (a Missouri corporation) and Greenberg Insurance Agency, Inc. (a Missouri corporation), which assets included intellectual property relating to the business including but not limited to trade name “Yellow Key Insurance” and the trademark rights and logos associated therewith, and attached hereto, marked Exhibit A, and incorporated by reference as if fully set out herein are the pertinent portions of the Asset Purchase Agreement between Insure One Independent Insurance Agencies, Inc. (“Purchaser”) and Yellow Key Insurance Agency, Inc. and Greenberg Insurance Agency, Inc. (“Seller”). See specifically Section 1.1.9 of the Asset Purchase Agreement entitled, “Intellectual Property.”

On December 5, 2001, New Agency, LLC formed a limited liability company in the state of Illinois, and attached is a file-stamped copy of the Articles of Organization marked as Exhibit B and incorporated by reference as if fully set out herein. On February 1, 2002, New Agency, LLC filed Articles of Amendment with Illinois to amend its name to InsureOne Independent Insurance Agency, LLC, and attached is a file-stamped copy of the Articles of Amendment marked as Exhibit C and incorporated by reference as if fully set out herein.

On or about January 7, 2002, New Agency, LLC, later known as InsureOne Independent Insurance Agency, LLC as described above, purchased the assets of InsureOne Independent Insurance Agency, Inc.

Yellow Key Insurance Agency, Inc. was incorporated in Illinois on April 30, 2003, and attached is a file-stamped copy of the Articles of Incorporation marked as Exhibit D and incorporated by reference as if fully set out herein. On May 9, 2003, Yellow Key Insurance Agency, Inc. obtained its Certificate of Authority from the State of Missouri, and a file-marked copy of the application for a Certificated of Authority and a copy of the resulting Certificate of Authority are attached hereto as Exhibit E and incorporated by reference as if fully set out herein.

AFFIDAVIT OF DAVID B. SNYDER

TRADEMARK
REEL: 003213 FRAME: 0478

On July 13, 2005, InsureOne Independent Insurance Agency, LLC sold all intellectual property rights in the "Yellow Key" name and logos associated therewith to Yellow Key Insurance Agency, Inc. through the use of a bill of sale, which bill of sale is attached hereto as Exhibit F and incorporated by reference as if fully set out herein."

Further Affiant sayeth not.



DAVID B. SNYDER, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this 23rd day of July, 2005, to certify which witness my hand and seal of office.



NOTARY PUBLIC, STATE OF TEXAS



AFFIDAVIT OF DAVID B. SNYDER

TRADEMARK
REEL: 003213 FRAME: 0479

ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated this ___ day of May, 2001 by and between Insure One Independent Insurance Agencies, Inc., an Illinois corporation (hereinafter "Buyer or Purchaser"), and or its affiliated assigns, which any such assignment shall be agreed to by Seller, of 6640 S. Cicero, Bedford Park, Illinois, 60638 and Yellow Key Insurance Agency, Inc. and Greenberg Insurance Agency, Inc., both Missouri corporations (hereinafter "Seller").

RECITALS

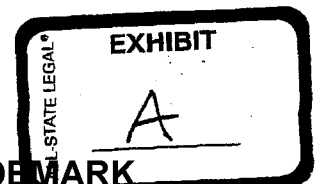
WHEREAS, Seller is currently engaged in the business of being an insurance producer for both personal and commercial clients in the States of Missouri and Illinois (the "Business");

WHEREAS, Buyer is currently engaged in the business of providing insurance to individuals and businesses in several states including Missouri and Illinois and is desirous of expanding its insurance production in said states;

WHEREAS, the parties have determined that it would be mutually beneficial for the Buyer to purchase the assets of the Seller, including its "book of business" as that term is defined hereinafter, as well as all tangible personal property of the Seller used in the Business at the Seller's locations in Missouri and Illinois, said locations to be set forth hereafter, and both parties are desirous of effectuating this transaction;

WHEREAS, the parties recognize and understand that a material element of this transaction is the ability of Buyer to retain the book of business the subject matter of this transaction after the closing herein and to insure that Seller cannot solicit insurance or insurance related business from any of the clients that comprise the book of business;

NOW THEREFORE, in consideration of the mutual covenants and other good and sufficient consideration in hand paid, and the above recitals the parties hereto agree as follows;



TRADEMARK

REEL: 003213 FRAME: 0480

all books, records and files pertaining to such insurance policies and the Business, including, without limitation, all computerized records and all other records and files regardless of the media in or on which such data, records or files are maintained, (iv) all Customer Lists or prospective customer lists owned by Seller or used by Seller or Seller's Agents in the conduct of the Business, and (v) the right to attempt to continue relationships with all Seller's Agents, including all books, records and files pertaining to Seller's relationship with Seller's Agents (collectively, the "Insurance Expirations");

1.1.2 **Contract Rights.** All of Seller's rights, title and interests in, to and under all outstanding written contracts, agreements and understandings (the "Business Contracts");

1.1.3 **Prepaid Assets.** All prepayments of expenses, deferred charges, advances, payments, credits for refund, rights of offset, and credits (except as otherwise provided herein) of any kind relating in anyway to the Business.

1.1.4 **Records.** All business records, files, documents and papers of Seller relating to the Business and/or the Purchased Assets, including, but not limited to IRS Form 1120, journals, ledgers, correspondence, customer records, expiration data, books of accounts and employment applications and records. With respect to IRS Form 1120, journals, ledgers and books of account, Seller may provide Purchaser with originals or duplicate copies. To the extent any records provided to Buyer, Seller shall have the right after the Closing Date to inspect said records if it needs them for income tax purposes and to have access to said records for purposes of monitoring the collection of the Seller Receivables;

1.1.5 **Claims.** All causes of action, claims, rights of recovery and set-off of every kind and character pertaining or relating to the Businesses and/or Purchased Assets, including, but not limited to, all insurance, warranty and condemnation proceeds received after the Closing Date with respect to damage, destruction or loss of any Purchased Assets, or any portion thereof;

1.1.6 **Commissions.** With respect to direct billed premiums, all of Seller's rights to receive commissions relating to any insurance coverage issued with an original ^{OR RENEWAL} effective date ^{ON OR AFTER} the Closing Date, including any commissions generated from endorsements or additions to insurance coverage, provided such insurance coverage has an original or renewal effective date on or after the Closing Date;

1.1.7 **Telephone and Advertisements.** To the extent permissible by applicable law, all telephone numbers, listings and advertisements used by Seller in connection with the Business; Seller represents and warrants to Purchaser that all advertising expenses, including but not limited to, all yellow page advertisements, that have been billed prior to the Closing Date have been paid in full up to and including the Closing Date;

1.1.8 **Tangible Personal Property of Seller.** Those items of personal property of Seller as set forth in Exhibit B hereof (the "Personal Property"); and

1.1.9 **Intellectual Property.** To the extent permissible by applicable law, Seller's right to any and all Intellectual Property relating to, or used in connection with the Business, the Purchased Assets or the business and goodwill of Seller as a going concern, including but not limited to the trade name "Yellow Key Insurance", the corporate name of Yellow Key Insurance, along with any and all domain names, as set forth in Exhibit D, and trademark rights, any logos associated therewith and Greenberg Insurance Agency, Inc. and any trade name, domain names, as further set forth in Exhibit D, and or trademark rights and logos associated therewith.

1.2 **Excluded Assets.** The following assets ("Excluded Assets") shall not be included in the Purchased Assets and shall be retained by Seller and shall not be sold and transferred to Purchaser hereunder.

1.2.1 **Tax Records.** Seller's tax records, including, but not limited to, all journals, ledgers and supporting data, provided that duplicate copies of the supporting data will be provided to Purchaser;

3. No Assumption of Liabilities.

3.1 No Retained Liabilities. Notwithstanding anything to the contrary contained herein, and except as to the lease agreements and Business Contracts which shall be assigned by Seller and assumed by Purchaser, Purchaser shall not, by this Agreement, implication, operation of law or otherwise, be deemed to assume or agree to pay, perform or discharge or in any manner be responsible for, and Seller shall be and remain liable for, any and all debts, obligations and liabilities of Seller of any kind or nature whatsoever, including, but not limited to, any debts, obligations and liabilities related to or associated with the Business or the Purchased Assets, whether due or to become due, absolute or contingent, direct or indirect, asserted or unasserted, known or unknown, choate or inchoate, relating to, resulting from or arising out of, or as a consequence of, acts, omissions, facts, circumstances or events existing or occurring on or prior to the Closing Date, (the "Retained Liabilities"). Without limiting the generality of the foregoing, Seller is and shall be responsible for all errors and omissions relating in any way to the operation of the Business prior to the Closing Date.

4.1 Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Insure One, 6640 South Cicero, Bedford Park, Illinois, (the "Closing Date") *within thirty (30) days of date of execution of this agreement, or such other time, date or place as the parties hereto may choose by mutual consent (the "Closing Date").* *The parties agree that this Agreement shall be effective at MAY 1, 2001, at 6:01 P.M.*

x TEL
x RYL

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year below written.

INSURE ONE INDEPENDENT
INSURANCE AGENCIES, INC.

YELLOW KEY INSURANCE AGENCY, INC.,
a Missouri corporation.

By: T. Strimel
Its: V.P.
Date: 5/1/00

By: [Signature]
Its: President
Date: 5/1/00

GREENBERG INSURANCE AGENCY, INC.,
a Missouri corporation.

By: [Signature]
Its: President
Date: 5/1/00



LC0078015

Form **LLC-5.5**
January 2000

**Illinois
Limited Liability Company Act
Articles of Organization**

This space for use by
Secretary of State

FILED

DEC 5 2001

**JESSE WHITE
SECRETARY OF STATE**

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
http://www.sos.state.il.us

SUBMIT IN DUPLICATE

Must be typewritten

This space for use by Secretary of State

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date 12-5-01
Assigned File # 0063418-2
Filing Fee 00 \$400.00
Approved DB

PATD

1. Limited Liability Company Name: New Agency, LLC

DEC 05 2001

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)

2. If transacting business under an assumed name, complete and attach Form LLC-1.20.

3. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)

1 South Wacker Drive, Suite 2710, Chicago Illinois 60606

4. The Articles of Organization are effective on: (Check one)

a) the filing date, or b) another date later than but not more than 60 days subsequent to the filing date: _____
(month, day, year)

5. The registered agent's name and registered office address is:

Registered agent:	<u>CT Corporation System</u>		
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last Name</i>
Registered Office:	<u>208</u>	<u>South LaSalle</u>	
(P.O. Box and c/o are unacceptable)	<i>Number</i>	<i>Street</i>	<i>Suite #</i>
	<u>Chicago</u>	<u>60604</u>	<u>Cook</u>
	<i>City</i>	<i>ZIP Code</i>	<i>County</i>

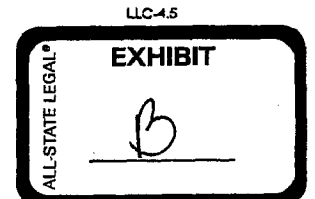
6. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065).
(If not sufficient space to cover this point, add one or more sheets of this size.)

"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

Business code # 524210 - Insurance Agencies & Brokerages.

7. The latest date, if any, upon which the company is to dissolve Perpetual.
(month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)



0063-418-2

LLC-5.5

8. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

If yes, state the provisions(s) from the ILLCA. Yes No

9. a) Management is by manager(s): Yes No

If yes, list names and business addresses.

Arthur J. Gonzales Perry Cronin
3760 River Run Drive 3760 River Run Drive
P.O. Box 43360 P.O. Box 43360
Birmingham, AL 35243 Birmingham, AL 35243

b) Management is vested in the member(s): Yes No

If yes, list names and addresses.

10. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are, to the best of my knowledge and belief, true, correct and complete.

Dated December 4, 2001
(Month/Day) (Year)

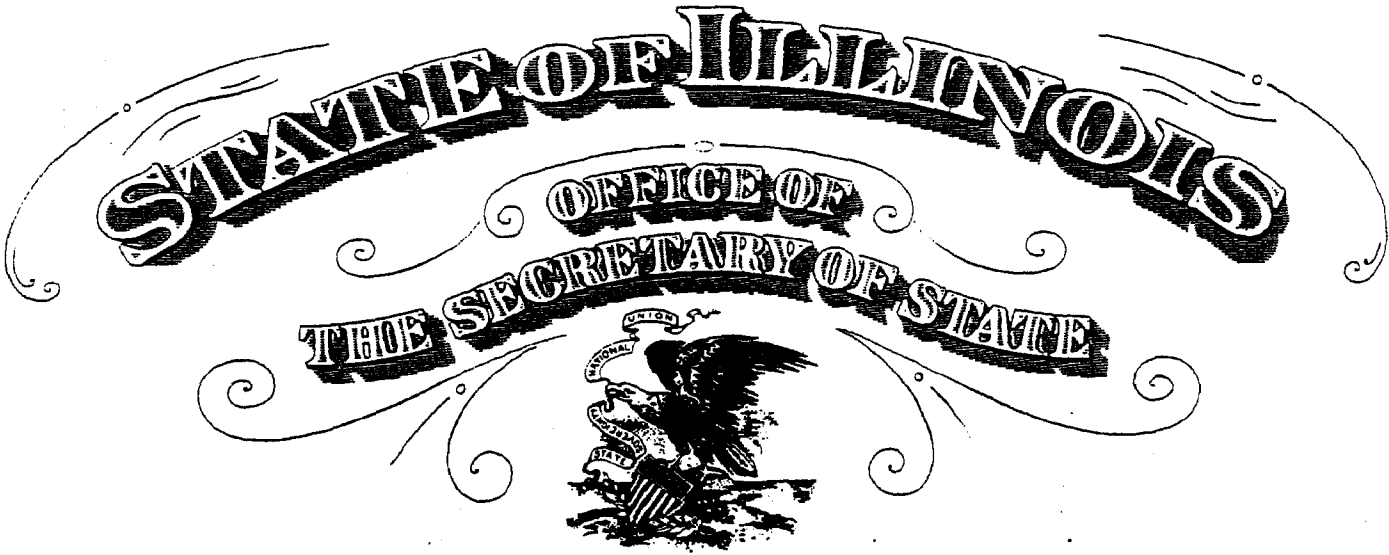
Signature(s) and Name(s) of Organizer(s)

Business Address(es)

1. Signature Branka V. Nastasic, Organizer
(Type or print name and title)
(Name if a corporation or other entity)
2. Signature
(Type or print name and title)
(Name if a corporation or other entity)
3. Signature
(Type or print name and title)
(Name if a corporation or other entity)

1. 10 South Dearborn Street
Number Street
Chicago
City/Town
Illinois 60603
State ZIP Code
2. Number Street
City/Town
State ZIP Code
3. Number Street
City/Town
State ZIP Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

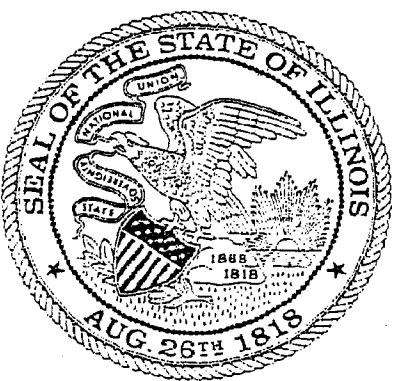


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

INSUREONE INDEPENDENT INSURANCE AGENCY, LLC,
HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 05, 2001,
APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED
LIABILITY COMPANY ACT OF THIS STATE RELATING TO THE FILING
OF THE ARTICLES AND PAYMENT, AND IS ORGANIZED TO TRANSACT
BUSINESS IN THE STATE OF ILLINOIS.

FILED
02 FEB 27 AM 8 44
SECRETARY OF STATE
ALAMPSHIE, IL 62404

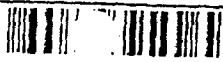


In Testimony Whereof, I, hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 7TH
day of FEBRUARY 2002
A.D. _____

Jesse White

SECRETARY OF STATE

EXHIBIT
C



LC0034831

Form **LLC-5.25**

January 2000

Illinois
Limited Liability Company Act
Articles of Amendment

This space for use by
Secretary of State

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 351, Howlett Building
Springfield, IL 62756
<http://www.sos.state.il.us>

Payment may be made by business
firm check payable to Secretary of State.
(If check is returned for any reason this
filing will be void.)

Filing Fee (see instructions).
SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State

Date 02.01.2002
Assigned File # 00634182
Filing Fee \$ 100.00
Approved: ZB

FILED

FEB 01 2002

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company name New Agency, LLC **PAID**
- FEB 01 2002
2. File number assigned by the Secretary of State: 0063-418-2
3. These Articles of Amendment are effective on the file date or a later date being _____
not to exceed 30 days after the file date.
4. The Articles of Organization are amended as follows: (Attach a copy of the text of each amendment adopted.)
 - _____ a) Admission of a new member (give name and address below)
 - _____ b) Admission of a new manager (give name and address below)
 - _____ c) Withdrawal of a member (give name below)
 - _____ d) Withdrawal of a manager (give name below)
 - _____ e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
 - _____ f) Change of registered agent and/or registered agent's office (give new name and address, including county below) (Address change of P.O. Box and c/o are unacceptable)
 - g) Change in the limited liability company's name (list below)
 - _____ h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
 - _____ i) Other (give information below)

g) InsureOne Independent Insurance Agency, LLC. ZB

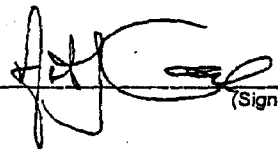
0063 4152
2-1-2002

LLC-5.25

5. This amendment was adopted by the managers. S. 5-25(3)
- a) Not less than minimum number of managers so approved. Yes No
- b) Member action was not required. Yes No
6. This amendment was adopted by the members. S. 5-25(4)
- Not less than minimum number of members so approved. Yes No
7. I affirm, under penalties of perjury, having authority to sign hereto, that this articles of amendment is to the best of my knowledge and belief, true, correct and complete.

Member action is not required.

Dated _____ (Month & Day) _____ (Year)



 (Signature)

Arthur J. Gonzales, Manager ✓

 (Type or print Name and Title)

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

INSTRUCTIONS: * If the only change reported is a change in the registered agent and/or registered office, the filing fee is \$25.

If other changes are reported, the filing fee is \$100.

6284-4108

(Rev. Jan. 1999)

This space for use by Secretary of State

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
http://www.sos.state.il.us

SUBMIT IN DUPLICATE!

FILED

APR 30 2003

JESSE WHITE
SECRETARY OF STATE

This space for use by Secretary of State

Date 4-30-03

Franchise Tax \$ 25-

Filing Fee \$ 75-

Approved: [Signature] 100-

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."



1. CORPORATE NAME: Yellow Key Insurance Agency, Inc.

Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds

Date: 05/02/2003 03:07 PM Pg: 1 of 4

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: C T Corporation System

Initial Registered Office:	First Name	Middle Initial	Last Name
	<u>c/o C T Corporation System, 208 South LaSalle Street</u>		
	<u>Chicago</u>	<u>IL Cook</u>	<u>60604</u>
	<u>City</u>	<u>County</u>	<u>Zip Code</u>

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

To engage in any lawful act or activity for which corporations may be organized under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>Common</u>	<u>\$.01</u>	<u>1,000</u>	<u>100</u>	<u>\$ 10.00</u>

TOTAL = \$ 10.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

50X 170
ILL. STATE LEGAL
EXHIBIT
D

5. OPTIONAL: (a) Number of directors constituting the initial board of directors of the corporation: _____ .
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS See Attachment A
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated April 28, 2003
 (Month & Day) Year

Signature and Name	Address
1. <u>[Signature]</u> Signature <u>David B. Snyder</u> (Type or Print Name)	1. <u>4450 Sojourn Drive, Suite 500</u> Street <u>Addison</u> <u>TEXAS</u> <u>75001</u> City/Town State ZIP Code
2. _____ Signature _____ (Type or Print Name)	2. _____ Street _____ City/Town State ZIP Code
3. _____ Signature _____ (Type or Print Name)	3. _____ Street _____ City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

170

ATTACHMENT A

SUPPLEMENTAL PROVISIONS
TO
ARTICLES OF INCORPORATION
OF
YELLOW KEY INSURANCE AGENCY, INC.

Commencement of Corporate Existence

The existence of this corporation shall commence upon filing with the Secretary of State's office.

Registered Agent

The Board of Directors may, from time to time, appoint a substitute registered agent and move the registered office or the principal office, or both, to any other address in the State of Texas.

Duration

This corporation is to exist perpetually.

Principal Office

The principal office of the corporation shall be located at 4450 Sojourn Drive, Suite 500, Addison, Dallas County, Texas 75001.

Indemnification

The corporation shall indemnify all directors and officers, whether or not then in office, who are or become a party, or are threatened to be made a party, to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a director or officer, or is or was serving at the request of the corporation as an officer or director against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, including any appeal thereof; provided, however, that there shall be no indemnification against gross negligence or willful misconduct.

003213-170

SUPPLEMENTAL PROVISIONS
TO
ARTICLES OF INCORPORATION
OF
YELLOW KEY INSURANCE AGENCY, INC.

Bylaws

1. The initial Bylaws shall be adopted by the Board of Directors.
2. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors, subject to repeal or change by action of the shareholders.

Amendment

The right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, is reserved to the Board of Directors, and any right conferred upon the shareholders is subject to this reservation.

6-17-10

STATE OF MISSOURI



Matt Blunt
Secretary of State
CERTIFICATE OF AUTHORITY

WHEREAS,

YELLOW KEY INSURANCE AGENCY, INC.
F00521445

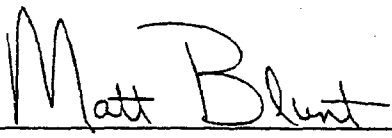
using in Missouri the name

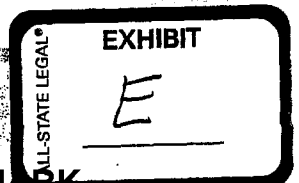
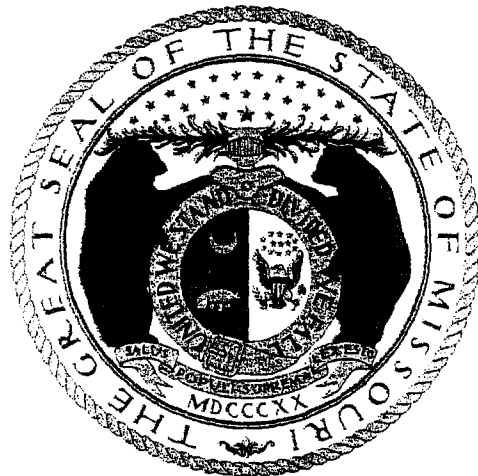
YELLOW KEY INSURANCE AGENCY, INC.

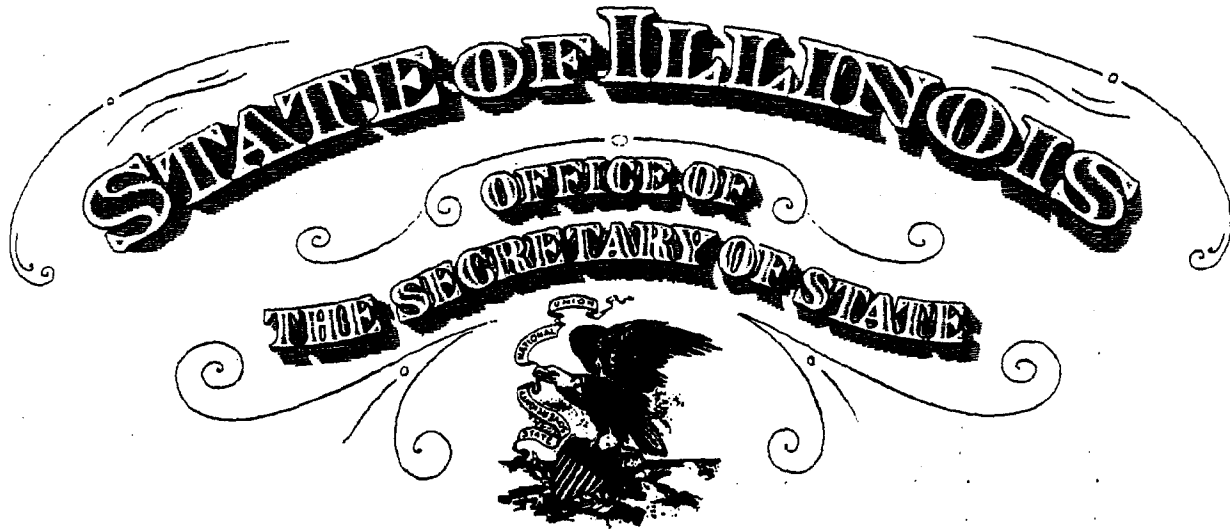
has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Illinois.

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 9th day of May, 2003.


Secretary of State





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

YELLOW KEY INSURANCE AGENCY, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE APRIL 30, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS*****



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of MAY A.D. 2003

Jesse White

SECRETARY OF STATE



T0313409004

M
James C.
Main Str

File Number: 200313611503
Date Filed: 05/09/2003 09:32 AM
Matt Blunt
Secretary of State

Application for Certificate of Authority For a Foreign For-Profit Corporation

(Submit in duplicate with filing fee of \$155.00)

1. The corporation's name is Yellow Key Insurance Agency, Inc.

and it is organized and existing under the laws of Illinois

2. The name it will use in Missouri is Yellow Key Insurance Agency, Inc.

3. The date of its incorporation was April 30, 2003, and the period of its duration is perpetual
month/day/year

4. The address of its principal place of business 4450 Sojourn Drive, Ste 500 Addison, TX 75001
Address City/State/Zip

5. The name and address of its registered agent and office in the State of Missouri is
C T Corporation System 120 South Central Avenue, Clayton, MO 63105
Name Address City/State/Zip

6. The specific purpose(s) of its business in Missouri are:
The corporation may engage in any activity or business permitted under the laws of the United States and of the State of Missouri.

7. The name of its officers and directors and their business addresses are as follows:
(Officers) Name Address City/State/Zip

President Please See Attached

Vice President _____

Secretary _____

Treasurer _____

(Board of Directors)

Director Please See Attached

Director _____

Director _____

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

(Date may not be more than 90 days after the filing date in this office)

In a affirmation thereof, the facts stated above are true

(Must be an Officer or Chairman listed in #7 above)

David B. Snyder
(Printed Name)

Vice President 05/06/2003
(Title) (Date)

Note: You must submit current original certificate of good standing or certificate of existence with this application. This may be obtained from your Secretary of State or other authority that issues corporate charters.

**Yellow Key Insurance Agency, Inc.
(Illinois Corporation)**

OFFICERS

<u>Officers Name</u>	<u>Title of Officer</u>	<u>Business Address</u>
Thomas E. Mangold	Chief Executive Officer and President	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
Sean M. McPadden	Executive Vice President	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
Katherine C. Nolan	Executive Vice President	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
Stephen W. Brandt	Chief Financial Officer and Treasurer	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
David B. Snyder	Secretary, General Counsel and Vice President	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
David L. Scruggs	Vice President	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
Charles D. Arrambride	Vice President	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
George M. Daly	Vice President	6640 South Cicero Avenue Bedford Park, Illinois 60638
Sean M. Dauber	Vice President	6640 South Cicero Avenue Bedford Park, Illinois 60638
John E. Hallberg	Vice President	6640 South Cicero Avenue Bedford Park, Illinois 60638

DIRECTORS

<u>Directors Name</u>	<u>Directors Business Address</u>
Thomas E. Mangold	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
M. Sean McPadden	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
Katherine C. Nolan	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084
Stephen W. Brandt	4450 Sojourn Drive, Suite 500, Addison, Texas 75001 - 5084

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That **InsureOne Independent Insurance Agency, LLC** ("**InsureOne**") (herein "**InsureOne**") for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in lawful money (and other good and valuable consideration unto it moving) to it paid by **Yellow Key Insurance Agency, Inc.** ("**Purchaser**"), the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Purchaser, its successors and assigns, all of the right, title and interests in and to the each of the following trademarks under common law or otherwise in all jurisdictions worldwide, together with the goodwill of the business symbolized by the said trademarks, which trademarks are set forth on the attached Exhibit A, which is hereby incorporated by reference as if fully set forth herein:

- 1) That certain registered trademark number bearing U.S. Patent Office and Trademark Office Registration Number/Serial number 2,363,909/75-580,290, which trademark is noted as number 1) on the attached Exhibit A [Yellow Key logo not colored in];
- 2) That certain registered trademark number bearing U.S. Patent Office and Trademark Office Registration Number/Serial number 2,320,884/75-580,165, which trademark is noted as number 2) on the attached Exhibit A [Yellow Key-words only]; and
- 3) That certain trademark to which common law rights pertain, which trademark is noted as number 3 on the attached Exhibit A [Yellow Key Insurance logo bearing yellow color].

TO HAVE AND TO HOLD the same unto the party of the Purchaser part, its and assigns forever. And Seller, for itself and its successors, hereby covenants to and with the Purchaser, its successors and assigns, that it is the lawful owner of the said goods and chattels; that subject to the foregoing limitations contained therein, they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever subject to the foregoing limitations.

<The remainder of this page intentionally left blank.>

Exhibit F

IN WITNESS WHEREOF, each of the undersigned hereto has subscribed to this Bill of Sale or caused its corporate name to be subscribed to this Bill of Sale by its duly authorized officers on this July 13th day of April, 2005.

"Seller"
Insure One Independent Insurance Agency, LLC

[Signature]
By: David B. Snyder, Vice President

"Purchaser"
Yellow Key Insurance Agency, Inc.

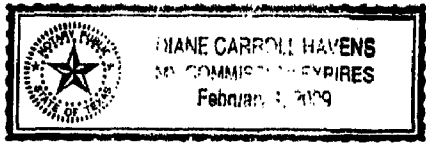
[Signature]
By: David B. Snyder, Vice President

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 13th day of July, 2005 by David B. Snyder who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

[Signature]
Notary Public

My Commission Expires:
February 1, 2009



STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 13th day of July, 2005 by David B. Snyder who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

[Signature]
Notary Public

My Commission Expires:
February 1, 2009

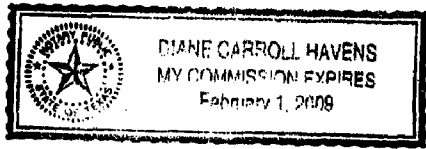


EXHIBIT A



2) YELLOW KEY

