

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
Freeway Insurance Services, Inc.		10/16/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spotcoverage Insurance Services, Inc.		
Doing Business As:	DBA Freeway Insurance Services		
Street Address:	10801 Walker Street, Suite 250		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76651618	FREEWAY INSURANCE	
Serial Number:	76651619	HIGHWAY INSURANCE	
Serial Number:	76651622	EXPRESSWAY INSURANCE	
Serial Number:	76651623	IT'S THAT THING YOU'RE SPEEDING ON	
Serial Number:	76651620	TURNPIKE INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	(818)783-5507		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8184383937		
Email:	mrobinson@mrllp.com		
Correspondent Name:	Mark Robinson		
Address Line 1:	15760 Ventura Blvd., Ste 500		
Address Line 4:	Encino, CALIFORNIA 91302		
NAME OF SUBMITTER:	Brett Garner		

OP \$140.00 76651618

Signature:

/18/

Date:

10/16/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT is made between Freeway Insurance Services, Inc., a California Corporation, with its principal place of business at 1036 West Taft Ave, Orange, CA 92865 ("Assignor") and Spotcoverage Insurance Services, Inc., a California Corporation, with its principal place of business located at 10801 Walker Street, Suite 250, Cypress, CA 90630 ("Assignee").

WHEREAS, Assignor and Assignee executed an Asset Purchase Agreement dated September 7, 2006, wherein Assignor sold substantially all of its assets, including by not limited to Assignor's intellectual property;

WHEREAS, Assignor has applied to register based on Assignor's bona fide intent to use the marks in commerce or has previously registered Marks on the Principal Register of the United States Patent and Trademark Office, the applications and registrations listed on Schedule "A" attached hereto (collectively, the "Marks");

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks and all U.S. and foreign registrations and trademark/service mark applications for registration therefore, the applications and registrations listed on Schedule "A" attached hereto, and the goodwill of the business symbolized by the Marks; and

WHEREAS, Assignee is a successor to the entire portion of Assignor's business to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows;

1. Assignor does hereby sell, transfer, assign and otherwise convey to Assignee, its successors and assigns all Assignor's right, title and interest throughout the world, in the following:
 - (i) the Marks and any renewal thereof;
 - (ii) the goodwill symbolized by or associated with the Marks; and
 - (iii) the ownership of all causes of action for, and claims for damages by reason of infringement of the Marks, or any of them, which actions arose prior to the date hereof.
2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.
3. Assignor hereby represents and warrants that:

- (i) it is the owner of the trademark/service mark applications listed on Schedule A attached hereto;
 - (ii) it has granted no licenses to any other party to use the Marks in the United States or throughout the world;
 - (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, or any other rights or interests therein which are adverse to those of the Assignors;
 - (iv) it is not party to any prior agreement, nor has it made any information commitment or reached any understandings with any other person or legal entity relating to the Marks which would be a breach or otherwise violate the foregoing Assignment of the Marks; and
 - (v) to its knowledge, Assignor has transferred to Assignee the entire portion of Assignor's business to which the Marks pertain.
4. Assignor hereby agrees that Assignee has the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.
5. Assignor further agrees, at the request of Assignee or its successors and assigns and without any cost to Assignor, to (1) execute and have executed any and all other documents as may reasonably be required to carry out the terms and intent of this Assignment; and (2) cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks may be duly made of record in the United States.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment by their duly authorized representative.

Date: October 16, 2006

By: 
President and Chief Executive Officer
FREEWAY INSURANCE
SERVICES, INC.

By: 
President and Chief Executive Officer
SPOTCOVERAGE INSURANCE
SERVICES, INC.

SCHEDULE "A"

Application(s)

<u>Trademarks/ Service Marks</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
FREEWAY INSURANCE	36	76651618	Nov. 30, 2005
HIGHWAY INSURANCE	36	76651619	Nov. 30, 2005
EXPRESSWAY INSURANCE	36	76651622	Nov. 30, 2005
IT'S THAT THING YOU'RE SPEEDING ON	36	76651623	Nov. 30, 2005
TURNPIKE INSURANCE	36	76651620	Nov. 30, 2005

Registration(s)

<u>Trademarks/ Service Marks</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FREEWAY	36	53520	June 15, 2000
FREEWAY INSURANCE	35/36	47499	March 7, 1997
IT'S THAT THING YOU'RE SPEEDING ON!	35/36	47500	March 7, 1997
GET LEGAL FOR LESS	36	31772	Jan. 14, 1998