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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
Elvia Schweizerische Versicherungs-Gesellschaft Zurich		08/24/2006	COMPANY: SWITZERLAND

RECEIVING PARTY DATA

Name:	Elvia Reiseversicherungs-Gesellschaft	
Street Address:	Hertistrasse 2	
City:	Wallisellen	
State/Country:	SWITZERLAND	
Postal Code:	CH-8304	
Entity Type:	COMPANY: SWITZERLAND	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2888793	ELVIA

CORRESPONDENCE DATA

Fax Number: (216)566-9711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2165669700

Email: docketing@rankinhill.com

Correspondent Name: Rankin, Hill, Porter & Clark LLP

Address Line 1: 925 Euclid Avenue

Address Line 2: Suite 700

Address Line 4: Cleveland, OHIO 44115-1405

ATTORNEY DOCKET NUMBER: MHM-25890A

DOMESTIC REPRESENTATIVE

Name: Rankin, Hill, Porter & Clark LLP

Address Line 1: 925 Euclid Avenue

TRADEMARK
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Address Line 2: Suite 700 Address Line 4: Cleveland, OHI	O 44115-1405
NAME OF SUBMITTER:	Stephen A. Hill
Signature:	/stephen a hill/
Date:	11/02/2006
Total Attachments: 2 source=64292#page1.tif source=64292#page2.tif	

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THIS DEED OF ASSIGNMENT is made the 24th day of July 2006

BETWEEN:

- (1) Elvia Schweizerische Versicherungs-Gesellschaft Zürich, Bleicherweg 19, CH-8002 Zurich, Switzerland (hereinafter "Assignor"); and
- (2) Elvia Reiseversicherungs-Gesellschaft, Hertistrasse 2, CH-8304 Wallisellen, Switzerland (hereinafter "Assignee").

IT IS AGREED as follows:

1. Definitions

1.1 The following definitions apply in this Deed:

"Goods"

Those goods and/or services in respect of which the applications and registrations have been made in the Territory.

"Territory"

USA

"Trademark"

The Trademark ELVIA & device (combined) as attached to the enclosed schedule.

1.2 The word "trademark" means all rights of in respect of trademarks and servicemarks and all analogous rights subsisting under the laws of each and every jurisdiction throughout the Territory.

2. Assignment

- 2.1 In consideration of Assignee's undertaking in Clause 3, Assignor assigns to Assignee the entire goodwill of the business relating to the Goods and all rights of trademark and all other right, title and interest of Assignor in and to the Trademark in the Territory including the right in the following registration:
 - Reg. No. 2,888,793 ELVIA & device (combined)

together with the accrued right to institute and maintain proceedings for unfair competition against any person wrongfully using such mark <u>TO HOLD</u> the same for Assignee, its successors and assignees absolutely throughout the Territory. Assignor declares its consent to the registration of the transfer of the above mentioned trademark applications and registrations in the trademark register. The registration of the transfer shall be effected by Assignee.

- 2.2 Assignor undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may reasonably be required by Assignee in order to protect perfectly or enforce any of the rights granted or intended to be granted to Assignee pursuant to this Agreement.
- 2.3 To the extent and for so long as Assignee is unable (having used all reasonable endeavours) to secure the registration in the name of Assignee of the Trademark by any trademark registry in which such Trademark is registered at the date of this Deed, Assignor shall give all reasonable assistance to Assignee to enable it to enforce the

TRADEMARK REEL: 003420 FRAME: 0441 rights in respect of the Trademark provided that Assignee shall indemnify and keep indemnified Assignor from and against all proper costs and expenses and liabilities approved by Assignee in writing and reasonably and properly incurred by Assignor for such purpose.

3. Assignee's Undertakings

- Assignee accepts the assignment and undertakes to pay to Assignor the sum of CHF 3.1 100 .-- in consideration of the assignment in Clause 2.1, receipt of which sum is acknowledged herewith.
- 3.2 It is expressly agreed that Assignee has no other obligation.

4. Miscellaneous

- 4.1 As of the date of this Deed of Assignment, Assignee shall have the exclusive right to exploit and use the Trademark at its discretion.
- 4.2 Assignee has the right but not the obligation to institute, maintain or continue proceedings relating to the Trademark, including the right to pursue infringements which occurred before the date of this Deed of Assignment.
- Assignee has the exclusive right to claim damages against infringers, including 4.3 damages for infringements which occurred before the date of this Deed of Assignment.
- 4.4 Assignee shall be entitled to assign or sub-license the whole or any part of its rights in respect of the Trademark.
- 4.5 This Deed between the parties of even date contain the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Deed and may not be varied except by an instrument in writing signed by all of the parties to this Deed.
- 4.6 The Deed shall be governed and construed in accordance with the laws of Switzerland. The Commercial Court of Zurich shall have exclusive jurisdiction for any and all disputes arising out of or in connection with this Deed.
- This Deed shall have full effect from the date mentioned aforesaid. 4.7

IN WITNESS this Deed of Assignment has been duly executed and unconditional delivered on the date first above written.

EXECUTED AND DELIVERED as a Deed by one duly authorised officer

for and on behalf of

Elvia Schweizerische Versicherungs-Gesellschaft Zürich

EXECUTED AND DELIVERED as a Deed by one duly authorised officer for and on behalf of Elvia Reiseversicherungs-Gesellschaft

RECORDED: 11/02/2006

Karl-Heinz Jung

Barbara Widmer

> Hélène Meyniac

Engetschwiler

(Title)

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