## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Recipient's state of incorporation previously recorded on Reel 003044 Frame 0565. Assignor(s) hereby confirms the Trademark Assignment and Assumption Agreement.	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insur'Ed Inc.		09/20/2004	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	The National Underwriter Company		
Street Address:	081 Olympic Boulevard		
City:	Erlanger		
State/Country:	KENTUCKY		
Postal Code:	41018-3184		
Entity Type:	CORPORATION: OHIO		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1977914	INSUR'ED.

## **CORRESPONDENCE DATA**

Fax Number: (312)207-1000

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

Phone: 312-207-1000

Email: ipdocket@sachnoff.com

Correspondent Name: Karla Rachwalski

Address Line 1: 10 South Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Karla Rachwalski	
Signature:	/Karla Rachwalski/	
Date:	01/03/2007	

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элт. I TO-1594 (Rev. 06/04) MB 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	se record the attached documents or the new address(es) below.			
1. Name of conveying party(les)/Execution Date(e):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  The National Underwriter  Name:Company			
Individual(s)	Limited Partnership Citizenship  Corporation Citizenship De Laware  Other Citizenship If assignee is not domicited 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) an A. Frademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing INSUR ED)	B. Trademark Registration No.(s) 1,977,914  Additional sheet(s) attached? Yes XX No			
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Lori Krafte, Esq.	6. Total number of applications and registrations involved:			
Internal Address: Greenebaum Doll & McDonald PLLC Street Address:  255 East Fifth Street 2800 Chemed Center	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00  Authorized to be charged by credit card  XX Authorized to be charged to deposit account  Enclosed			
City: Cincinnati  State: Ohio Zip: 45202  Phone Number: (513) 455-7635  Fax Number: (513) 762-7935  Email Address: Lek@gdm.com	8. Payment Information:  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number 50-2904  Authorized User Name Lori Krafte			
9. Signature:   () 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) 306-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

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# TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT ASSIGNMENT ASSUMPTION AND TRADEMARK "Agreement") is dated as of September 26, 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]

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

INSUR'ED INC.

Name: Bart Shachnow Title: President

THE NATIONAL UNDERWRITER COMPANY

STATE OF \_\_

COUNTY OF Grand

OFFICIAL SEAL Marvin Wright DD 262426 My Commission Expires Oct. 21, 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

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## 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 FINANCIA AND INSURANCE INDUSTRIES FOR FINANCIAL INSTITUTIONS, INSURANCE COMPANIES, THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES, AND THE PUBLICATION OR DISSEMINATION OF PRINTED MATERIALS RELATED THERETO.

997:1864/A-1

TOTAL P.09

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**TRADEMARK** 

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**RECORDED: 01/03/2007** 

**RECORDED: 02/22/2005**