

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:	5081 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

OP \$40.00 1977914

Total Attachments: 4
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source=insured#page2.tif
source=insured#page3.tif
source=insured#page4.tif

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of September 23, 2004 between InsurEd 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]

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

INSUR'ED INC.

[Handwritten Signature]

Name: Bart Shachnow
Title: President

THE NATIONAL UNDERWRITER COMPANY

By: *[Handwritten Signature]*

Name: ANDREW L. GOODENOUGH
Title: Pres. & CEO

STATE OF Florida
COUNTY OF Orange

)
) ss.:
)



OFFICIAL SEAL
Marvin Wright
DD 262426
My Commission Expires Oct. 27, 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 order.

[Handwritten Signature]
Notary Public

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

RECORDED: 02/22/2005

TRADEMARK
REEL: 003044 FRAME: 0568

RECORDED: 01/03/2007

TRADEMARK
REEL: 003454 FRAME: 0229