

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
J Patrick McGuckin		05/21/2002	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Americana Program Underwriters, Inc.		
Street Address:	214 Senate Avenue		
Internal Address:	Ste 201		
City:	Camp Hill		
State/Country:	PENNSYLVANIA		
Postal Code:	17011		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2457622	ENSURA	
CORRESPONDENCE DATA			
Fax Number:	(717)214-2801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717 214 7600		
Email:	Larry.Bitner@amwins.com		
Correspondent Name:	Lawrence W. Bitner		
Address Line 1:	214 Senate Avenue		
Address Line 2:	Ste 201		
Address Line 4:	Camp Hill, PENNSYLVANIA 17011		
NAME OF SUBMITTER:	J Patrick McGuckin		
Signature:	/Pat McGuckin/		
Date:	04/18/2007		

OP \$40.00 2457622

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

AGREEMENT dated as of May 21, 2002 by and between Ensura LLC, a Colorado limited liability company ("Seller") having offices at 11353 East Ida Avenue, Englewood, CO 80111 and Americana Financial Services of Pennsylvania, Inc., a Pennsylvania corporation ("Buyer") having offices at 355 North 21st Street, Camp Hill, PA 17011.

WITNESSETH:

WHEREAS, Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer certain insurance business assets specified below, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the parties hereby agree as follows:

1. Closing; Closing Date. The closing (the "Closing") shall take place at 3:00 P.M. local time at the Buyer's office at 355 North 21st Street, Camp Hill, PA 17011 on May 21, 2002 or such other date or time as the parties may agree (the "Closing Date") to take effect from and after such date provided that Buyer and Seller have complied with the provisions of Section 4 hereof.

2. Transfer of Purchased Assets. On the Closing Date and subject to the terms and conditions contained herein, the Seller will, by delivery of a bill of sale and general assignment in the form attached hereto as Exhibit A or such other documentation as is necessary to effect the proper transfer of the Purchased Assets, sell, assign and transfer to Buyer as of the Closing Date and subject to receipt of the Purchase Price (as defined below) all of Seller's right, title and interest in and to the "Purchased Assets". "Purchased Assets" shall mean collectively only those assets and businesses as follows:

(i) "Book of Business": those insurance customers and accounts currently placed with Zurich in the Ensura program. In the event that prior to the Closing an account is lost to an unaffiliated third party other than Buyer or Seller and neither Buyer nor Seller have directly or indirectly participated in the movement of the account, the account shall no longer be included as part of the Book of Business.

(ii) All business records (without regard to the media in which they are embodied) related to the Book of Business including, but not limited to, all sales data, client lists, records and files, accounts, contracts, policy forms, and all data and information (financial or otherwise) related to the Book of Business.

(iii) All transferable licenses, trademarks, permits and consents owned or held by Seller related to the Purchased Assets and the Book of Business.

(iv) The rights to the name "Ensura" and "EnsureSite" including any related servicemarks and trademarks. Not later than fifteen (15) days following the closing, the Seller shall change its name by filing the appropriate articles of amendment with the Secretary of State of Colorado.

(v) An irrevocable, perpetual, royalty free non-transferable license to utilize the simple rating system developed by the Seller for the EnsuraSite program. The specific rating factors used in the simple rating system are proprietary to Zurich Environmental and can only be released by Ensura with Zurich's approval.

(vi) Any and all marketing materials, brochures, sales literature, policy forms or other documents pertaining to the Ensura program.

(vii) Ownership of, title to and all source code for the Internet website known as www.ensura.com (including all written and oral contracts in respect thereof).

(viii) Assignment of any and all written or oral contracts or agreements with the owner of the Internet website www.loopnet.com, its parent or subsidiary companies.

(ix) Any and all other tangible or intangible assets necessary to conduct the business of the Ensura program.

3. Purchase Price: Payment Term. \$100,000 (the "Purchase Price") shall be paid by Buyer to Seller on the Closing Date by wire transfer of immediately available funds to a bank account designated by Seller in writing no later than five (5) business days prior to the Closing. In addition, Buyer shall enter into a separate Consulting Agreement with Seller, simultaneous with the execution of this Agreement, providing an ongoing revenue stream for Seller as specifically defined by such Consulting Agreement. In the event the Seller elects to decline to enter into the Consulting Agreement, the Purchase Price shall be \$200,000.

4. Conditions to Closing. The representations and warranties of Seller and Buyer set forth in this Agreement shall be true and correct in all material respects as if made at and as of the Closing and Seller and Buyer shall have performed and complied in all material respects with all other agreements and conditions required by this Agreement to be performed or complied with by such party at or prior to the Closing.

5. Representations and Warranties of Seller and Buyer.

(a) Representations of Warranties of Seller. To induce Buyer to enter into this Agreement, Seller represents and warrants as follows:

(i) Seller is the lawful owner of the Purchased Assets, free and clear of all liens, security interests, pledges, leases, options or other encumbrances, (collectively, "Liens"), and has the right to transfer the Purchased Assets to Buyer pursuant to this Agreement. At Closing, the Buyer shall acquire good and marketable title to the Purchased Assets, free and clear of all Liens. The foregoing notwithstanding, the Buyer expressly acknowledges that the

policyholders of the accounts which constitute the Book of Business may, at any time, cancel their respective insurance policies and Seller makes no representation as to the renewal of any of such accounts.

(ii) Seller is a limited liability company duly organized and validly existing and has the power to execute, deliver and perform this Agreement and the transactions contemplated hereby and all action required to be taken by Seller to authorize such execution, delivery and performance by Seller has been taken.

(iii) This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms. The Seller has not used or engaged any broker, finder or similar person in connection with the transactions contemplated by this Agreement.

(iv) In connection with the Purchased Assets, Seller has not received any written or oral notice relating to, and there is not, (A) any violation of any permits or licenses, (B) any violation of any law, regulation or court order, (C) any breach or termination of, or default under, any contracts constituting the Purchased Assets, or (D) any liability associated with the Purchased Assets that may accrue to Buyer. Since December 31, 2001, there has not occurred any event or condition that would materially and adversely affect the business of the Seller acquired by the Buyer hereunder other than the termination of the Seller's administration agreement with Zurich Insurance Company.

(b) Representations and Warranties of Buyer. To induce Seller to enter into this Agreement, Buyer represents and warrants as follows:

(i) Buyer is a corporation duly organized and validly existing and has the corporate power to execute, deliver and perform this Agreement and the transactions contemplated hereby and all corporate action required to be taken by Buyer to authorize such execution, delivery and performance by Buyer has been taken. Buyer is duly licensed as an insurance broker or agent in the Commonwealth of Pennsylvania and other jurisdictions.

(ii) This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

6. Covenants of Buyer and Seller:

(a) Confidentiality. Seller shall maintain the confidentiality of those aspects of the EnsuraSite program and Buyer's business that are proprietary and/or not known to the public. This requirement shall apply both to existing confidential information developed by the Seller and to new confidential information developed in the future by the Buyer, and shall survive the termination or assignment of this Agreement.

(b) Further Acts. Each of Buyer and Seller shall execute and deliver all instruments and documents, and do all necessary and proper acts reasonably requested by the other party in order to accomplish the purposes of this Agreement. Additionally Seller agrees to promptly deliver to Buyer any documents or business records directly relating to or otherwise constituting Purchased Assets as Seller may discover subsequent to the Closing.

(c) Payments Received. Each party agrees that after the Closing Date, Buyer shall be entitled to all payments received by either party in respect of the Purchased Assets, and Seller shall promptly remit to Buyer any such payments received by the Seller.

7. Liabilities

(a) Buyer does not assume any liabilities or obligations of Seller with respect to any matter whatsoever.

(b) Seller does not assume any liabilities or obligations of Buyer with respect to any matter whatsoever and Seller shall have no responsibility, obligation or liability relating to the Seller's ownership of the Purchased Assets or business after the Closing Date.

(c) Each party shall defend, indemnify and hold the other party and such party's directors, officers, employees, agents, affiliates, successors and permitted assigns, harmless from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including without limitation, attorney's fees) (collectively, "Damages") that such party or person incurs as a result of, or with respect to (i) any misrepresentation or breach of warranty under this Agreement or any other agreement or instrument delivered pursuant hereto; (ii) any breach by the indemnifying party of, or any failure by the indemnifying party to perform, any covenant or agreement of, or required to be performed by, the indemnifying party under this Agreement; (iii) any act or omission of the indemnifying party in connection with the indemnifying party's ownership of the Purchased Assets that arose, in the case of Seller, prior to Closing Date, and in the case of Buyer, after Closing; (iv) any debt, obligation, or liability of the indemnifying party and (v) any claim or cause of action of any third party (including, without limitation, governmental authorities) to the extent arising out of the indemnifying party's ownership of the Purchased Assets, in the case of Seller, prior to the Closing, and, in the case of Buyer, after the Closing.

8. Covenants

(a) Not to Compete. As inducement to enter into this Agreement, during the term of the Consulting Agreement being entered into at Closing, Seller will not, and will cause its officers, directors and employees agree not to, except as otherwise provided herein, directly or indirectly, whether as an employee, agent, officer, consultant, director, shareholder, partner, joint

venturer, investor or otherwise, without the express written consent of the Buyer: solicit, service, market, direct, accept, underwrite or handle insurance, either directly or on behalf of any third-party or non-affiliated broker, for any program that is directly competitive with the currently entitled Ensura or EnsuraSite program. In the event Buyer should cease marketing products and services under the Ensura or EnsuraSite programs or any subsequent name or title used by Buyer for such products and services, then this covenant is null and void and shall have no further effect in law.

(b) Obligations of the Business. The assets that the Buyer is acquiring constitute the business of the Seller known as the "Ensura program". The Buyer agrees that the obligations of the Buyer under the Consulting Agreement being entered into at the Closing, , and the obligations under this paragraph 8(b) are intended to survive the Closing and to be enforceable against the Buyer and against any successor to the Buyer's interest in the Ensura program. The Buyer will not sell the Ensura program unless the buyer (whether affiliated or unaffiliated to the Buyer) is aware of and agrees to perform and comply with such obligations. The Buyer will not sell the Ensura program or any aspect thereof without providing prior written notice to the Seller, and without requiring the assignee to assume such obligations in writing (providing a copy of such assumption agreement to the Seller).

9. Injunctive Relief. Seller acknowledges that damages and remedies at law for any breach of Section 8 would be inadequate and impractical, that such breach would cause the Buyer irreparable harm and that the Buyer shall be entitled to specific performance and other equitable remedies (including an injunction) and such other relief as a court or tribunal may deem appropriate in addition to any other remedies Buyer may have.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, superseding any and all prior agreements or understandings, and may not be amended except by an instrument signed by the parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

12. Survival. The representations, warranties and agreements contained or referred to herein shall survive the Closing hereunder, provided that no claims may be initiated by or on behalf of any party hereto against any other party on the basis of such representations, warranties and agreements after 24 months from the Closing Date, unless based upon a breach of or failure to comply with an agreement which is to be performed or complied with in whole or in part after 24 months from the Closing Date. Notwithstanding the foregoing, the obligations contained in paragraph 8, above, and the enforcement rights contained in paragraph 9, above survive for so long as the Buyer or its successor is operating the Ensura program.

13. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party; provided that either party may assign its rights under this Agreement without such consent to any affiliate. Nothing in this Agreement is intended to

confer upon any person other than the parties hereto, their permitted assigns and their successors, any rights or remedies under or by reason of this Agreement.

14. Expenses. The parties shall pay their respective expenses of the transactions herein contemplated whether or not such transactions are consummated.

15. Waiver. No waiver by any party hereto, whether express or implied, of its rights under any part of this Agreement shall constitute a waiver of such party's rights under such provision at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action with respect to any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default by such other party.

16. Severability. Each provision of this Agreement is intended to be interpreted and construed in a manner so as to make such provision valid, binding and enforceable. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Section Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

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

Ensura LLC

By: _____
Name: J. Patrick McGuckin
Title: President

AMERICANA FINANCIAL SERVICES
OF PENNSYLVANIA, INC.

By: _____
Name: Lawrence W. Bitner
Title: President

EXHIBIT A

BILL OF SALE AND GENERAL ASSIGNMENT

From

ENSURA LLC

to

AMERICANA FINANCIAL SERVICES OF PENNSYLVANIA, INC.

KNOW ALL MEN BY THESE PRESENTS that, for the consideration specified in the Asset Purchase Agreement dated May 21, 2002 (the "Agreement"), by and between ENSURA LLC, a Colorado limited liability company ("Seller"), and AMERICANA FINANCAL SERVICES OF PENNSYLVANIA, INC., a Pennsylvania corporation ("Buyer"), the receipt and sufficiency whereof are hereby acknowledged, Seller has, effective May 21, 2002, conveyed, transferred and delivered, and by these presents does hereby, assign, convey, transfer and deliver unto Buyer, and its successors and assigns, forever, the Purchased Assets.

FOR BUYER TO HAVE AND TO HOLD, all said assets are hereby assigned, conveyed, transferred and delivered unto Buyer, its successors and assigns, for its and their own use, benefit and behalf forever.

FOR THE CONSIDERATION AFORESAID, Seller, for itself, its successors and assigns, has covenanted and by this Bill of Sale and General Assignment does covenant with Buyer, its successors and assigns, that Seller, its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents or instruments of conveyance, transfer or assignment as shall be necessary or appropriate to vest in or confirm to Buyer, its successors and assigns, all and singular, the assets hereby assigned, transferred and conveyed which Buyer, its successors and assigns reasonably require.

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale and General Assignment, this ___ day of _____, 2002.

ENSURA LLC

By: _____