

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
Hinchcliff International Group Services, Inc.		11/19/1999	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Worldwide Insurance Services, Inc.		
Street Address:	10317 Lynnhaven Place		
City:	Oakton		
State/Country:	VIRGINIA		
Postal Code:	22124		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1532334	HEALTH CARE ELITE	
Registration Number:	1438301	HEALTH CARE PLUS	
Registration Number:	1285551	IUB	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8810		
Email:	behogue@vssp.com, iplaw@vssp.com		
Correspondent Name:	Cory M. Amron		
Address Line 1:	1828 L Street, NW		
Address Line 2:	11th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	29521-2/0769/IUBASSIGNMEN		
NAME OF SUBMITTER:	Cory M. Amron		

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Signature:

/cory m amron/

Date:

07/05/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 19th day of November, 1999 ("Effective Date") by HINCHCLIFF INTERNATIONAL GROUP SERVICES, INC., formerly known as BROOKS-SHETTLE COMPANY and now known as AVMCO SERVICES, INC., a Maryland corporation, having its principal place of business at 411 Aviation Way, Suite 100, Frederick, MD 21701 ("Assignor"), to WORLDWIDE INSURANCE SERVICES, INC, a Virginia corporation, having its principal place of business at 10317 Lynnhaven Place, Oakton, VA 22124 ("Assignee").

WITNESSETH:

WHEREAS, Assignor or its predecessor in interest adopted and has used the trademarks listed on Schedule A, which marks are registered in the United States Patent and Trademark Office ("Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated the 19th day of November, 1999 ("Asset Purchase Agreement"), Assignor has assigned to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee as of the Effective Date, all of Assignor's right, title and interest in and to the Marks, the registrations therefore listed in Schedule A together with the goodwill of the business symbolized by the Marks, including, without limitation, Assignor's right, title and interest in and to (1) all income, royalties, damages and payments as of the Effective Date and thereafter due and/or payable with respect to the Marks, including, without limitation, damages and payments for past or future infringements thereof; (2) the right to sue for past, present and future infringements of the Marks; (3) the right to secure registrations for the Marks; (4) the right to secure all renewals for the registrations of the Marks; and (5) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.


Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, testify on behalf of Assignee or its designees in matters involving the Marks and do all other lawful acts necessary to carry out the intent of this Trademark Assignment as well as to provide such other material, information and assistance to Assignee or its designees, as may be considered necessary in connection therewith.

This Trademark Assignment is made in furtherance of, and subject to the terms of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized officers effective as of the Effective Date.

ASSIGNOR

HINCHCLIFF INTERNATIONAL GROUP SERVICES, INC.,
now known as AVEMCO SERVICES, INC.

By: 
James L. Simmons, Corporate Secretary

ASSIGNEE

WORLDWIDE INSURANCE SERVICES, INC.

By: 
Gerald W. Hopkins, President

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEALTH CARE ELITE	1,532,334	March 28, 1989
HEALTH CARE PLUS	1,438,301	April 28, 1987
IUB	1,285,551	July 10, 1984