

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/21/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amtrust Mortgage Corporation		06/21/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	AmTrust Bank
Street Address:	1801 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78774778	AMTRUST MORTGAGE CORPORATION

CORRESPONDENCE DATA

Fax Number: (813)229-4133
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-3400
 Email: trademarks@carltonfields.com
 Correspondent Name: Alison P. Danaceau
 Address Line 1: P.O. Box 3239
 Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER:	49715/25682 AMTRUST
NAME OF SUBMITTER:	Alison P. Danaceau
Signature:	/Alison P. Danaceau/

CH \$40.00 78774778

Date:

07/11/2007

Total Attachments: 7

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ASSIGNMENT

WHEREAS, Amtrust Mortgage Corporation, a corporation organized and existing under the laws of the State of Georgia, has its principal place of business at 100 Glenridge Point Parkway, Suite 400, Atlanta, Georgia 30342.

WHEREAS, First Magnus is a corporation organized and existing under the laws of the State of Arizona, and has its principal place of business at 603 N. Wilmot Road, Tucson Arizona 85711. That division of First Magnus referred to for purposes of this Agreement as the "Amtrust Division" includes solely those operations of First Magnus that are conducted by former employees of Amtrust Mortgage Corporation in facilities previously occupied by Amtrust Mortgage Corporation.

WHEREAS, Amtrust Mortgage Corporation and First Magnus are referred to collectively in this Agreement as the "Assignors".

WHEREAS,

(1) On or about November 10, 1994, Southern Capital Mortgage Corporation of Florida was incorporated in Georgia.

(2) On or about May 24, 1995, Southern Capital Mortgage Corporation of Florida changed its name to **Amtrust Mortgage Corporation**.

(3) Amtrust Mortgage Corporation owns Georgia Trademark Reg. No. S16817 for the mark **AMTRUST MORTGAGE CORPORATION**, issued on or about December 15, 1997, and claiming first use as early as November 15, 1994 in connection with "mortgage brokers."

(4) Amtrust Mortgage Corporation owns the domain name **AMTRUSTMORTGAGE.NET** registered on or about April 23, 1998, which was used by it in connection with a web site to promote its financial, mortgage lending and banking services.

(5) Amtrust Mortgage Corporation owns the domain name **AMTRUST.ORG** registered on or about August 24, 1999, which was used by it in connection with a web site to promote its financial, mortgage lending and banking services.

(6) Amtrust Mortgage Corporation owns the domain name **AMTRUSTONLINE.COM**, registered on or about August 24, 1999 which was used by it in connection with a web site to promote its financial, mortgage lending and banking services.

(7) Amtrust Mortgage Corporation owns the domain name **AMTRUSTMORTGAGECORP.COM** registered which was used by it in connection with a web site to promote its financial, mortgage lending and banking services.

(8) Amtrust Mortgage Corporation owns U.S. Trademark Application No. 78774778 filed on or about December 16, 2005 for the mark **AMTRUST MORTGAGE CORPORATION** for “mortgage banking services, namely, origination, acquisition, servicing, securitization and brokerage of mortgage loans; Mortgage lending,” claiming first use as early as October 1, 1994.

(9) Amtrust Mortgage Corporation owns the trade name **AMTRUST MORTGAGE CORPORATION** in the following states:

State

1. ALABAMA
2. ALASKA
3. ARKANSAS
4. CALIFORNIA
5. COLORADO
6. DISTRICT OF COLUMBIA
7. GEORGIA

8. HAWAII
9. ILLINOIS
10. MICHIGAN
11. MINNESOTA
12. MISSISSIPPI
13. NEW JERSEY
14. NEW MEXICO
15. OHIO
16. OKLAHOMA
17. OREGON
18. SOUTH CAROLINA
19. TENNESSEE
20. WASHINGTON

(10) The foregoing trademarks, domain names, and trade names in paragraphs 1-9, and as identified in schedules 1-3 hereto, each with a common element “AMTRUST” are referred to herein for purposes of this Agreement collectively as the “**Amtrust Mortgage Corporation Names and Marks**”, and Amtrust Mortgage Corporation is the owner of the entire right, title and interest, to the trademarks, trade names, and domain names listed herein above and in the schedules attached hereto.

WHEREAS, AmTrust Bank, formerly Ohio Savings Bank, a corporation organized and existing under Federal law, with its principal place of business at 1801 East Ninth Street, Cleveland, Ohio 44114 (“Assignee”), is desirous of acquiring from Amtrust Mortgage Corporation and First Magnus the entire right, title and interest in and to the said **Amtrust Mortgage Corporation Names and Marks**, and the word and mark AMTRUST, including the good will thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Amtrust Mortgage Corporation hereby sells, irrevocably assigns, transfers and sets over unto the Assignee, its legal representatives, successors, and assigns, the entire and all right, title and interest in and to said **Amtrust Mortgage Corporation Names and Marks**, together with the entire goodwill associated with and symbolized by the **Amtrust Mortgage Corporation Names and Marks**, together with all common law rights, and state, federal, and foreign rights therein and to the word and mark **AMTRUST**, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the **Amtrust Mortgage Corporation Names and Marks** and the word and mark **AMTRUST**, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off related thereto, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Amtrust Mortgage Corporation if this assignment had not been made.

2. First Magnus Corporation hereby sells, irrevocably assigns, transfers and sets over unto the Assignee, its legal representatives, successors, and assigns, the entire and all right, title and interest it may have, now and in the future, if any, in and to said **Amtrust Mortgage Corporation Names and Marks**, together with the entire goodwill associated with and symbolized by the **Amtrust Mortgage Corporation Names and Marks**, together with all common law rights, and state, federal, and foreign rights therein and to the word and mark **AMTRUST**, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the **Amtrust Mortgage Corporation Names and Marks** and the word and mark **AMTRUST**, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off

related thereto, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Amtrust Mortgage Corporation if this assignment had not been made.

3. Assignors also hereby represent and warrant they will not execute any writing or do any act whatsoever conflicting with these covenants and agreements, and that it will, at any time upon request without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect, secure, record, and register said Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind assigns and legal representatives of Assignors and inure to the benefit of the assigns and legal representatives of Assignee;

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SCHEDULE 1

Trademark	Jurisdiction	App or Reg. No.
AMTRUST	United States	N/A
AMTRUST MORTGAGE CORPORATION	United States	App. 78774778
AMTRUST MORTGAGE CORPORATION	Georgia	Reg. S16817

SCHEDULE 2

Trade Name	Jurisdiction
AMTRUST MORTGAGE CORPORATION	1. ALABAMA 2. ALASKA 3. ARKANSAS 4. CALIFORNIA 5. COLORADO 6. DISTRICT OF COLUMBIA 7. GEORGIA 8. HAWAII 9. ILLINOIS 10. MICHIGAN 11. MINNESOTA 12. MISSISSIPPI 13. NEW JERSEY 14. NEW MEXICO 15. OHIO 16. OKLAHOMA 17. OREGON 18. SOUTH CAROLINA 19. TENNESSEE WASHINGTON