

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
Marsh USA Inc.		01/01/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CS STARS LLC		
Street Address:	500 W. Monroe Street		
Internal Address:	Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2431917	TRENDTRACKER	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-218-2100		
Email:	agardiner@fchs.com		
Correspondent Name:	Aimee Nassau Gardiner		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	Fitzpatrick, Cella, Harper & Scinto		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	01909.T1		
NAME OF SUBMITTER:	Aimee Nassau Gardiner		
Signature:	/aimeenassaugardiner/		

CH \$40.00 2431917

Date:

07/30/2007

Total Attachments: 4

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CONTRIBUTION AGREEMENT

AGREEMENT, made of as the 1st day of January 2005, by and between Marsh USA Inc., a Delaware corporation ("Transferor") and CS STARS LLC, a Delaware limited liability company ("Transferee").

WITNESSETH:

WHEREAS, Transferor has determined that it is in its best interest to transfer to Transferee as a contribution to the capital of Transferee all properties, real and personal, tangible and intangible, which comprise Transferor's existing Risk Technologies business (the "Business"), including, but not limited to, any interest Transferor may have in the proprietary software known as STARSSM and TrendTracker®, all accounts receivable of the Business and all customer and vendor contracts related to the Business (the "Assets"); and

WHEREAS, Transferee has determined it is in its best interest to accept the Assets from Transferor and to issue to Transferor, in exchange for the Assets, the membership interests having the rights and obligations set forth in Transferee's Limited Liability Company Agreement, in the form of Exhibit A attached hereto (the "Operating Agreement") and set forth on Schedule A thereto opposite Transferor's name (the "Membership Interests").

NOW, THEREFORE, in reliance upon the covenants and agreements set forth herein, the parties agree as follows:

1. **Contribution.** Transferor hereby contributes, transfers, assigns and conveys to Transferee, its successors and assigns, forever, effective as of the date hereof, solely all of Transferor's right, title and interest in and to the Assets. Simultaneously with the execution of this Agreement, Transferor is delivering to Transferee the Assets.
2. **Consideration; Assumption of Liabilities.**
 - (a) **Issuance of Interests.** In consideration of the contribution of the Assets to Transferee by Transferor, Transferee shall issue to Transferor the Membership Interests of Transferee having the rights and obligations set forth in the Operating Agreement.
 - (b) **Assumption of Liabilities.** In further consideration of the transfer of the Assets, Transferee undertakes and agrees to perform when due all obligations and liabilities of the Transferor relating to the Business.
 - (c) **Operating Agreement.** Simultaneously with the execution and delivery of this Agreement, Transferor has entered into the Operating Agreement as a Member. Transferor agrees to be bound by all the covenants, terms and conditions of the Operating Agreement.

3. Instruments of Conveyance; Further Assurances.

(a) **Bill of Sale.** This Agreement is deemed to constitute a deed, bill of sale, endorsement, assignment or such other instrument of sale, conveyance, transfer or assignment pursuant to which all right, title, and interest of Transferor in and to the Assets is hereby transferred, assigned and conveyed to Transferee, its successors and assigns forever.

(b) **Further Assurances.** Transferor and Transferee each agree, from time to time after the date hereof, upon request of the other and without further consideration, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, such further acts, deeds, assignments, transfers, conveyances, powers of attorneys, consents and assurances as might be required more effectively to convey, assign, transfer, set over and deliver to, and to vest, perfect and confirm in the Transferee all of the Transferor's right, title and interest in and to the Assets.

4. **Disclaimer.** Transferor and Transferee agree that the Assets are being transferred AS IS and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

5. Assignments.

(a) **Non-Assignment.** Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party would (i) constitute a breach or other contravention, or be prohibited by, applicable law or contract, (ii) be ineffective with respect to any third party or (iii) in any way adversely affect the rights of any of Transferor, Transferee or their respective affiliates thereunder.

(b) **Obtaining Assignments.** With respect to any such Asset and any claim, right or benefit arising thereunder or resulting therefrom, Transferor and Transferee will use their reasonable best efforts to obtain in writing as expeditiously as possible such consent as may be required to consummate the assignment contemplated by this Agreement or, if required in the case of an Asset which is a contract, the novation thereof to Transferee or amendment or alternatively, written confirmation from the parties to such contract in form and substance reasonable satisfactory to Transferor and Transferee that such consent, novation or amendment is not required.

(c) **Agency Arrangement.** If such consent, waiver, confirmation, novation or approval is not obtained with respect to any Asset, Transferor and Transferee will cooperate to establish an agency type or other similar arrangement reasonable satisfactory to the parties under which Transferee would obtain, to the fullest extent practicable and not prohibited by any applicable law or contract, the claims, rights and benefits and assume the corresponding liabilities and obligations thereunder in accordance with this Agreement (including by means of any subcontracting, sublicensing or subleasing arrangement) or under which Transferor would enforce at the direction of and for the benefit of Transferee, with Transferee assuming and agreeing to pay such Transferor's

obligations and expenses, any and all claims, rights and benefits of Transferor against a third party thereto. In such event, (i) Transferor will promptly pay, assign and remit to Transferee when received all monies and other consideration received by it under any Asset or any claim, right or benefit arising thereunder not transferred pursuant to this Section 5 and (ii) Transferee will promptly pay, perform or discharge when due any obligation or liability arising thereunder that relate to such Asset.

6. No Third Party Beneficiaries. This Agreement is not intended and shall not be deemed to convey upon any third party any rights, privileges or interests in the subject matter hereof.


7. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

9. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Delaware, without regard to conflict of laws principles.

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

MARSH USA INC.,
a Delaware corporation

By: 
Name: Peter F. Garvey
Title: President and Chief Executive Officer

CS STARS LLC,
a Delaware limited liability company

By: _____
Name: Robert Petrie
Title: President