

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/05/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fireman's Fund Insurance Company		04/11/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Direct Response Corporation
Street Address:	500 South Broad Street
City:	Meriden
State/Country:	CONNECTICUT
Postal Code:	06450
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1597808	W WARNER INSURANCE COMPANY

CORRESPONDENCE DATA

Fax Number: (212)850-6221
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: smorales@lathropgagne.com
 Correspondent Name: William R. Hansen, Esq.
 Address Line 1: 230 Park Avenue
 Address Line 2: Suite 1847
 Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Suzanna M. M. Morales
Signature:	/suzanna m m morales/
Date:	04/18/2008

CH \$40.00 1597808

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

WHEREAS, on October 5, 2001, *nunc pro tunc*, Direct Response Corporation, a corporation organized under the laws of Delaware, located at 500 South Broad Street, Meriden, Connecticut 06450 (hereinafter referred to as "Assignee") acquired Warner Insurance Company, a corporation then organized under the laws of Illinois that later was redomesticated to Connecticut on March 21, 2005 ("Warner") (the "Acquisition") from Fireman's Fund Insurance Company, a corporation organized under the laws of California, located at 777 San Marin Drive, Novato, California 94998 (hereinafter referred to as "Assignor") pursuant to that Stock Purchase Agreement dated as of May 21, 2001, ("Purchase Agreement") between Assignor, as seller (in such capacity, "Seller") and Response Insurance Company ("RIC"), as buyer, which agreement later was amended to substitute Assignee as buyer in place of RIC (Assignee, in such capacity, "Buyer"); and

WHEREAS, at the time of execution and delivery of the Purchase Agreement and closing of the Acquisition, Seller intended to convey to Buyer and Buyer intended to acquire all of Seller's rights, title and interest in and to Warner, including all intellectual property of or relating to Warner;

WHEREAS, prior to the Acquisition, Assignor had adopted, used, and was the owner of common law rights in and to, and is currently the owner of record of, the trademark W WARNER INSURANCE COMPANY (and Design) U.S. Trademark Registration No. 1,597,808 (hereinafter referred to as the "Trademark"); and

WHEREAS, notwithstanding the good faith intentions of the parties thereto, the Purchase Agreement inadvertently omitted to identify the Trademark among the intellectual property transferred to Buyer upon Acquisition of Warner and further to the Acquisition, the parties wish to take all action necessary and desirable in order to ratify and confirm in writing the transfer of ownership of the Trademark to Assignee;

WHEREAS, Assignee is desirous of acquiring the Trademark and the good will appurtenant to the Trademark and Assignor wishes to transfer and assign the Trademark to Assignee; and

WHEREAS, to the best of Assignor's actual knowledge, without investigation or inquiry, no proceeding to cancel the registration of the Trademark is pending and no other party makes a claim of ownership to the Trademark or the registration therefor.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, effective as of October 5, 2001, *nunc pro tunc* (the "Acquisition Date") Assignor hereby confirms the sale, assignment and transfer of all right, title, and interest in and to the Trademark, its successors and assigns forever, together with the goodwill of the business connected with the use of and symbolized by the Trademark. Assignor agrees to execute any and all additional documents that may be necessary to protect and record transfer of title to the Trademark to Assignee. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any losses, costs, claims, damages, causes of action or demands of third parties (each a "Claim") arising out of or relating to actions of the Assignee concerning or relating to Assignee's ownership and/or use of the Trademark from and after the Acquisition

Date; provided that (i) Assignee is notified promptly in writing of such Claim; (ii) Assignee shall have sole control of the defense of any such Claim and all negotiations for its settlement or compromise; and (iii) Assignor shall cooperate reasonably with Assignee, at Assignor's expense, including reasonable attorneys' fees, in the defense, settlement or compromise of any such Claim.

Dated this 7th day of April, 2008.

Fireman's Fund Insurance Company

By: Jane Elery

Title: SVP

STATE OF CALIFORNIA

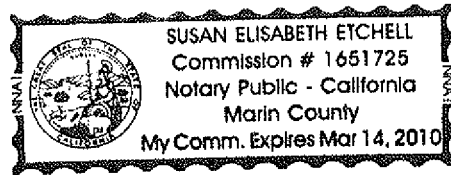
COUNTY OF MARIN

On this 7th day of April, 2008, before me Susan Elisabeth Etchell personally appeared Linda E. WRIGHT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Elisabeth Etchell (Seal)
Notary Public



ACKNOWLEDGED & AGREED:

Direct Response Corporation

By: Susan Claffin

Title: VP

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On this *11th* day of *April*, 2008, before me appeared *Susan Claflin* known to me (or satisfactorily proven) to be the person whose name is subscribed on the above instrument and acknowledged that he/she executed the same for the purposes set forth therein.

IN WITNESS WHEREOF, I set my hand and official seal.



Notary Public

DAVID I. SCHONBRUN
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES APRIL 30, 2012