

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
GE Money Bank		05/16/2008	Federal Savings Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wachovia Corporation		
Street Address:	301 S. College Street		
Internal Address:	One Wachovia Center		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0630		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77266089	FOR WHEEL	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com, ksawyer@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	27492.190 WACHOVIA CORP		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$40.00 77266089

Signature:

/Karl S. Sawyer, Jr./

Date:

06/19/2008

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK APPLICATION

This Assignment of Trademark Application ("Assignment") is made as of December 31, 2007, by and between GE Money Bank, a federal savings bank organized under the laws of the United States with its principal place of business at 4246 South Riverboat Road, Salt Lake City, Utah 84123 ("Assignor"), and Wachovia Corporation, a North Carolina corporation with its principal place of business at One Wachovia Center, 301 S. College Street, Charlotte, NC 28288-0630 ("Assignee").

WHEREAS, Assignee and Assignor's affiliates, Heritage Insurance Group, Inc., and GE Capital Insurance Agency, Inc., (collectively the "Sellers") are parties to a Stock Purchase Agreement dated September 26, 2007 ("Purchase Agreement"), pursuant to which Assignee agreed to purchase certain shares of certain entities owned by the Sellers and the Business (as defined in the Purchase Agreement) conducted by those entities;

WHEREAS, Assignor owns all right, title, and interest in and to the United States application to register the mark FOR WHEEL, filed in the United States Patent and Trademark Office, Application Ser. No. 77266089 ("Mark");

WHEREAS, the Mark pertains to the Business and pursuant to the Purchase Agreement, Assignor desires to assign and Assignee, as the successor to the Business, desires to acquire all right, title, and interest in and to the Mark, such assignment to be effective as of December 31, 2007;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, sells, and transfers to Assignee without any restrictions, reservations or limitations, all of Assignor's right, title, and interest in and to the Mark, including all state and common law rights, together with the goodwill of the business symbolized by the Mark, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Mark, and the right to sue for and recover the same.

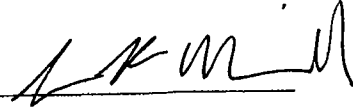
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as assignee and owner of the Mark with the United States Patent and Trademark Office.

Assignor agrees to execute and deliver, or cause to be executed and delivered, such documents and other papers and take, or cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Assignment and give effect to this Assignment.

This Assignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to the conflicts of law principles of such state.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment
as of the date first written above.

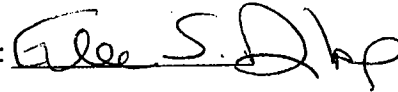
GE Money Bank

By: 

Sean Merrill

Title: Attorney-in-Fact

Wachovia Corporation

By: 

Title: Assistant Vice President

Signature Page to Assignment of Trademark Application

TRADEMARK
REEL: 003798 FRAME: 0657

State of Connecticut)
)
County of Fairfield)

On this 12 day of May, 2008, before me appeared Sean Merrill, the person who signed this instrument on behalf of GE Money Bank, who acknowledged that he/she signed it on behalf of the identified corporation as Attorney-in-Fact of the identified corporation and pursuant to authority duly received.

Maureen A. Grimes

Notary Public

MAUREEN A. GRIMES

NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31, 2010

State of North Carolina)
)
County of Mecklenburg)

On this 11th day of May, 2008, before me appeared Eileen S. Dunlap, the person who signed this instrument on behalf of Wachovia Corporation, who acknowledged that he/she signed it on behalf of the identified corporation as Assistant Vice President of the identified corporation and pursuant to authority duly received.

Kelly M. Case
Notary Public

Acknowledgement
Assignment of Trademark Application