-OP \$290,00 26954

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
WiesnerMedia, LLC		107/15/2008	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	The National Underwriter Company	
Street Address:	5081 Olympic Blvd.	
City:	Erlanger	
State/Country:	KENTUCKY	
Postal Code:	41018	
Entity Type:	CORPORATION: OHIO	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark	
Registration Number:	2695513	ADVISORS DATA SOURCE	
Registration Number:	2943204	AGENT FINDER	
Registration Number:	2875810	BENEFITS SELLING	
Registration Number:	3042958	BOOMER MARKET ADVISOR	
Registration Number:	3137377	DIVERSITY MARKETING	
Serial Number:	77144709	PRODUCERSWEB	
Registration Number:	3426226	SENIOR MARKET ADVISOR	
Registration Number:	2794092	SENIOR MARKET EXPO	
Registration Number:	2833401	VARIABLE PRODUCT SPECIALIST	
Registration Number:	2560656	YOUR DIRECT MARKETING SOLUTION	
Serial Number:	77453384	BANK ADVISOR	

CORRESPONDENCE DATA

Fax Number: (212)768-6800

TRADEMARK REEL: 003818 FRAME: 0093

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 212-398-7631 Email: skatz@sonnenschein.com Correspondent Name: Sara R. Katz c/o Sonnenschein Nath et al Address Line 1: Wacker Drive Station - Sears Tower -Address Line 2: P. O. Box 061080 Address Line 4: Chicago, ILLINOIS 60606-1080 ATTORNEY DOCKET NUMBER: 20000753-0004-R7M NAME OF SUBMITTER:

Sara R. Katz

/sara katz/

07/18/2008

Total Attachments: 4

Signature:

Date:

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> TRADEMARK REEL: 003818 FRAME: 0094

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**"), dated as of July 15TH, 2008, among WiesnerMedia, LLC, WFC Advisors, LLC and WFC2 Advisors LLC, each a Colorado limited liability company (collectively, "**Assignors**") and The National Underwriter Company, an Ohio corporation ("**Assignee**").

WHEREAS, Assignors own the marks and registrations therefor listed on <u>Schedule A</u> attached hereto (the "Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof, among Assignors, Assignee and Dan Wiesner ("Asset Purchase Agreement"), Assignors agreed to sell, assign and transfer to Assignee and Assignee agreed to acquire certain assets from Assignors, including all right, title and interest of Assignors in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby irrevocably assign to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignors' right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors agree to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Marks.

Assignors hereby authorize and request the Patents and Trademarks Office of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

This Agreement is subject to the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by reference, and shall be binding upon Assignors and Assignee, and their respective successors and assigns. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York irrespective of the choice of laws principles of the State of New York, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

[Signature Page Follows]

TRADEMARK REEL: 003818 FRAME: 0095 IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement as of the date first above written.

	WIESNERMEDIA, LLC
	By: Name: Dan Wiesner
	Title: Chief Executive Officer
	The Cinci Executive Office
	WFC ADVISORS, LLC
	By: WIESNERMEDIA, LLC, its Managing
	Member .
	Day MA
	By: Name: Dan Wiesner
	Title: Chief Executive Officer
	WFC2 ADVISORS, LLC
	By: WIESNERMEDIA, LLC, its Managing
	Member
	Ву:
	Name Dan Wiesner
	Title: Chief Executive Officer
•	
	THE NATIONAL UNDERWRITER
	COMPANY
and the second s	
	By:
	Name: Andrew L. Goodenough
	Title: President and CEO
are one	
STATE OF Cooler)	
COUNTY OF ARAPANACE	
On the 14 day of July 2008, before me person	ally came Dan Wiesner, to me known, who, being by me
duly sworn, did depose and say that he is the Chief	Executive Officer of WiesnerMedia, LLC, the company
described in and which executed by order of said company	y and that he signed his name thereto by like order.
	K- A-
	Notary Public

10025885

WIESNERMEDIA, LLC

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement as of the date first above written.

	Ву:
	Name: Dan Wiesner Title: Chief Executive Officer
	WFC ADVISORS, LLC By: WIESNERMEDIA, LLC, its Managing Member
	Ву:
	Name: Dan Wiesner Title: Chief Executive Officer
	WFC2 ADVISORS, LLC By: WIESNERMEDIA, LLC, its Managing Member
	By:
	Name: Dan Wiesner Title: Chief Executive Officer
	By: Name: Andrew L. Goodenough
	Title: President and CEO
STATE OF)	
COUNTY OF) ss.:	
On the day of July, 2008, before me person duly sworn, did depose and say that he is the Chief described in and which executed by order of said company	nally came Dan Wiesner, to me known, who, being by me Executive Officer of WiesnerMedia, LLC, the company and that he signed his name thereto by like order.
	Notary Public

10025889

SCHEDULE A

<u>Name</u>	Date of Registration/Application	Method of Protection	Registration/Application Number
Advisors Data Source	3/11/2003	US Trademark	2,695,513
Agent Finder	4/19/2005	US Trademark	2,943,204
Benefits Selling	8/17/2004	US Trademark	2,875,810
Boomer Market Advisor	1/10/2006	US Trademark	3,042,958
Diversity Marketing	8/29/2006	US Trademark	3,137,377
ProducersWeb	3/30/2007	US Trademark	77/144,709
Senior Market Advisor	5/13/2008	US Trademark	3,426,092
Senior Market EXPO	12/16/2003	US Trademark	2,794,092
Variable Product Specialist	4/13/2004	US Trademark	2,833,401
Your Direct Marketing Solution	4/9/2002	US Trademark	2,560,656
Bank Advisor	4/21/2008	US Trademark	77/453,384

10025889

RECORDED: 07/18/2008

TRADEMARK
REEL: 003818 FRAME: 0098