

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
Trustmark Insurance Company		06/05/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Sentinel Group Services LLC		
Street Address:	3035 Lebanon Pike		
Internal Address:	Suite 1000		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2954462	THE SENTINEL GROUP	
Serial Number:	77683986	SENTINEL VERIF-EYE	
Serial Number:	77683990	SENTINEL EDIT EYE	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	315 Deaderick Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37238		
ATTORNEY DOCKET NUMBER:	115922-375		
NAME OF SUBMITTER:	Robert L. Brewer		

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TRADEMARK
REEL: 004006 FRAME: 0489

Signature:	/Robert L. Brewer/
Date:	06/17/2009
Total Attachments: 4 source=Trustmark-Sentinel Assignment#page1.tif source=Trustmark-Sentinel Assignment#page2.tif source=Trustmark-Sentinel Assignment#page3.tif source=Trustmark-Sentinel Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of June 5, 2009, by and among Trustmark Insurance Company, an Illinois corporation, on behalf of itself and its affiliates ("Assignor"), and The Sentinel Group Services LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), by and among Assignee, Assignor, Optimal Benefit Services, Inc., a Delaware corporation, and Trustco Holdings, Inc., a Delaware corporation; and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights to certain trademarks and trademark applications listed below (hereinafter referred to as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and recording such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby accepts, all rights, titles, and interests in and to the Marks, throughout the world, all foreign and domestic registrations of the Marks, and any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, including, without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

MARK	SERIAL/REGISTRATION NO.
THE SENTINEL GROUP	2,954,462
SENTINEL VERIF-EYE	77/683986
SENTINEL EDIT EYE	77/683990

2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such reasonable actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

3. To the extent that any of the Applications being assigned to Assignee hereunder are "intent-to-use" registration applications, Assignor acknowledges and agrees that such Applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use Applications will be used.

4. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in and to any of the rights or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share or income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the rights. Assignor shall discontinue all use of the rights immediately after the Closing Date (as such term is defined in the Purchase Agreement).

5. This Assignment is absolute, exclusive and irrevocable.

6. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by each of Assignor and Assignee.

[signature page to follow]

[signature page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the effective date of the Purchase Agreement.

Assignor: Trustmark Insurance Company

By: J. M. J. A.

Name: David M. McDonnell

Title: CEO

Assignee: The Sentinel Group Services LLC

By: _____

Name: Gregory T. Stevens

Title: Secretary

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[signature page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the effective date of the Purchase Agreement.

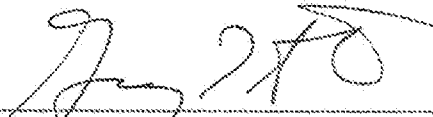
Assignor: Trustmark Insurance Company

By: _____

Name: _____

Title: _____

Assignee: The Sentinel Group Services LLC

By:  _____

Name: Gregory T. Stevens

Title: Secretary

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