

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
VERN FONK INSURANCE AGENCY, INC.		12/30/2009	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	VERN FONK INSURANCE SERVICES, INC.		
Street Address:	358 Fifth Avenue		
Internal Address:	Suite 1003		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77770753	REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK	
Serial Number:	77770752	VERN FONK	
Serial Number:	77780896	VERN FONK	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.168		

OP \$90.00 77770753

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/31/2009
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

WHEREAS, VERN FONK INSURANCE AGENCY, INC., a Washington corporation ("Assignor"), is the owner of the trademarks and service marks set forth on Schedule A attached hereto and made part hereof for which Assignor has applied for registrations with the United States Patent and Trademark Office (collectively and individually, the "Marks"); and

WHEREAS, Assignor and VERN FONK INSURANCE SERVICES, INC., a Delaware corporation ("Assignee"), are parties to a certain asset purchase agreement, dated December 30, 2009 ("Asset Purchase Agreement"), pursuant to which Assignor transferred and conveyed, among other things, all right, title and interest, including good will, in and to each of the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor reaffirms its prior transfer and conveyance set forth in the Asset Purchase Agreement and hereby assigns, transfers and conveys to Assignee, its successors and assigns, the entire, worldwide right, title and interest in and to the Marks and any trade dress associated with the Marks, including without limitation the applications for registrations set forth on Schedule A and any renewal thereof, including common law rights connected therein, together with the good will of Assignor's business connected with and symbolized by the Marks and trade dress, any and all causes of action heretofore and hereafter accrued or accruing for infringement or threatened or alleged infringement of the Marks in the sole name of Assignee, its successors or assigns, all the full benefit of the Mark and the trademark applications, including the rights Assignor may have at common law to the intent that upon such trademark applications being in order for registration, this Agreement shall operate to vest the same in Assignee as registered proprietor absolutely together with the benefit of any use of the Marks and the trademark applications prior to registration, and the full benefit of the designs and logos, including the rights Assignor may have at common law.

Assignor hereby agrees to take all actions and to sign and execute any documents, forms or authorization in form or forms to be specified by Assignee that may be reasonably required for procuring the registration, assignment, and absolute vesting of all right, title and interest in the Marks and trademark applications, recording or registering the transfer of rights in or to, or which may arise in respect of any of the Marks or the trademark applications hereby assigned. If Assignor defaults in signing and/or executing the same, Assignor hereby appoints Assignee or its nominee as the true and lawful attorney of Assignor solely for this purpose, which appointment is irrevocable and coupled with an interest.

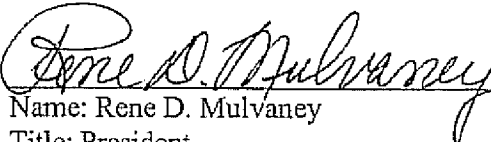
Neither the making nor the acceptance of this assignment and transfer shall constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Asset Purchase Agreement.

Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.

[Signature on Following Page]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as
of the 30th day of December 2009.

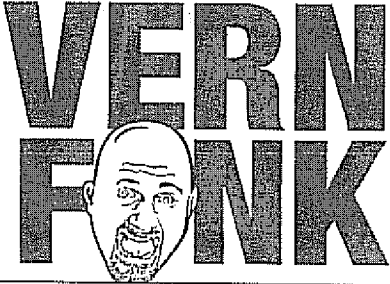
VERN FONK INSURANCE AGENCY, INC.

By: 
Name: Rene D. Mulvaney
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004123 FRAME: 0084

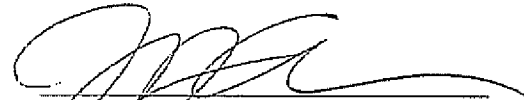
Schedule A
(List of Marks)

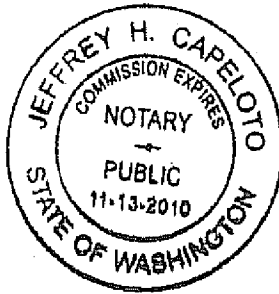
MARK	SERIAL NO.	STATUS
REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK	77-770753	Application Pending
VERN FONK	77-770752	Application Pending
	77-780896	Application Pending

ACKNOWLEDGEMENT

STATE OF Washington)
) ss.:
COUNTY OF Snohomish

On this 29th day of December 2009, before me personally came Rene D. Mulvany, to me known, who, being by me duly sworn, did depose and say that he/she is the President of VERN FONK INSURANCE AGENCY, INC., the corporation described in and which executed the foregoing Trademark Assignment, and that he/she was duly authorized by said corporation to execute the foregoing instrument.


NOTARY PUBLIC



[Acknowledgment to Trademark Assignment]