

01-11-2010



103585822

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached

01-8-1

**1. Name of conveying party(ies):**

Murphy Corp.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 31, 2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Murphy Group Holdings, LLC

Internal Address: \_\_\_\_\_

Street Address: 251 Progress Way, Suite 300

City: Wauunakee

State: Wisconsin

Country: United States Zip: 53597-2520

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship Delaware  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2363452

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

"The Murphy Insurance Group"

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Attorney Mark Albert

Internal Address: Perkins Coie, LLC

Street Address: 101 Jefferson Drive

City: Menlo Park

State: California Zip: 94025

Phone Number: (650) 838-4343

Fax Number: (650) 838-4350

Email Address: malbert@perkinscoie.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$40.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Steven J. Murphy, President of Murphy Corp.

Name of Person Signing

01/08/2010 NJANA1 00000013 2363452

01 FC:8521

Date

40.00 OP

Total number of pages including cover sheet, attachments, and document:

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "*Assignment*") is executed and delivered as of December 31, 2009, by and between Murphy Insurance Services, Inc., a Wisconsin corporation d/b/a The Murphy Insurance Group ("*MIS*") and Murphy Corp. ("*MC*," and collectively with MIS, the "*Assignor*"), and Murphy Group Holdings, LLC, a Delaware limited liability company ("*Assignee*"), pursuant to that certain Asset Purchase Agreement, dated December 31, 2009 (the "*Purchase Agreement*"), by and between Assignor, Assignee, and certain other parties.

Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

**1. Trademark Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and contributes to Assignee all of its right, title and interest in and to the trademark THE MURPHY INSURANCE GROUP and MURPHYWORKS including without limitation all common law rights therein and the trademark registrations listed on Exhibit A attached to this Assignment (the "*Trademark*"), together with the goodwill of the business associated with or symbolized by the Trademark, the right to sue for past infringement thereof, and all other benefits of the Trademark. Assignor does further consent to the recordation of this assignment by Assignee with the United States Commissioner of Patents and Trademarks and officials of the State of Wisconsin.

**2. Domain Name Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and contributes to Assignee all of its right, title and interest in and to the registrations of the domain name listed on Exhibit A to this Assignment (the "*Domain Name*"), together with, without any limitation, any related trademarks, service marks, copyrights, trade names and other intellectual property rights to the Domain Name, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all appurtenant goodwill associated therewith.

**3. Registrar Procedures.** Assignor will take the steps required by the current procedures promulgated by the registrar listed on Exhibit A, or any other registrars that might be or become responsible for the transfer of the registrations of the Domain Name, to transfer the registrations of the Domain Name to Assignee, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Name to Assignee promptly following the Closing. At and after the date hereof, Assignor will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Name upon Assignee's reasonable request.

**4. Additional Actions.** At any time after the date of this Assignment, at Assignee's request and expense, Assignor shall execute and deliver to Assignee such other instruments and documents, and take such other actions, as Assignee may deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

**5. Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**6. Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached exhibits, constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademark and Domain Name. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Trademark and Domain Name Assignment to be made and executed by duly authorized officers.

**ASSIGNOR:**

**MURPHY INSURANCE SERVICES,  
INC. D/B/A THE MURPHY  
INSURANCE GROUP, a Wisconsin  
corporation**

By: 

Name: Steven J. Murphy

Title: President

**MURPHY CORP., a Wisconsin  
corporation**

By: 

Name: Steven J. Murphy

Title: President

**ASSIGNEE:**

**MURPHY GROUP HOLDINGS, LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_

Name: August Felker

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

TRADEMARK  
REEL: 004128 FRAME: 0931

IN WITNESS WHEREOF, the parties have caused this Trademark and Domain Name Assignment to be made and executed by duly authorized officers.

**ASSIGNOR:**

**MURPHY INSURANCE SERVICES,  
INC. D/B/A THE MURPHY  
INSURANCE GROUP, a Wisconsin  
corporation**

By: \_\_\_\_\_

Name: Steven J. Murphy

Title: President

**MURPHY CORP., a Wisconsin  
corporation**

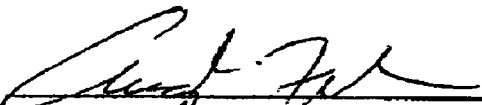
By: \_\_\_\_\_

Name: Steven J. Murphy

Title: President

**ASSIGNEE:**

**MURPHY GROUP HOLDINGS, LLC, a  
Delaware limited liability company**

By:  \_\_\_\_\_

Name: August Felker

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT

**EXHIBIT A**

**List of Trademarks and Domain Names**

**Trademarks:**

<b>Trademark</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Filing Office/Status</b>	<b>Registration/Serial Number</b>	<b>Registration Date</b>
MURPHYWORKS (both word and logo marks)	Murphy Insurance Services, Inc.	N/A	N/A	N/A	N/A
The Murphy Insurance Group (word mark)	Murphy Corp.	9/10/1999	Registered, 10 years.	2363452	6/27/2000
The Murphy Insurance Group (logo mark)	Murphy Corp.	N/A	N/A	N/A	N/A

**Domain Name:**

<b>Domain Name</b>	<b>Registrar</b>
Murphyinsurance.com	Network Solutions, LLC
Murphyinsurance.biz	Register.com
Murphy-works.com	Network Solutions, LLC