

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
A. I. Credit Corp		02/19/2010	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Premium Financing Specialists, Inc.		
Street Address:	427 W. 12th Street, Suite 100		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	CORPORATION: MISSOURI		
Name:	Premium Financing Specialists of the South, Inc.		
Street Address:	427 W. 12th Street, Suite 100		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	CORPORATION: MISSOURI		
Name:	Premium Financing Specialists of California, Inc.		
Street Address:	427 W. 12th Street, Suite 100		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1934426	LETTER OF CREDIT REPLACEMENT PROGRAM	

CH \$90.00 1934426

900155751

**TRADEMARK
 REEL: 004157 FRAME: 0322**

Registration Number:	2983980	WEB QUOTE PLUS
Registration Number:	3246370	LETTER OF CREDIT REPLACEMENT PROGRAM

CORRESPONDENCE DATA

Fax Number: (913)451-0875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 913-451-5100
Email: gkraai@lathropgage.com
Correspondent Name: Gerald M. Kraai
Address Line 1: 10851 Mastin Blvd, Bldg 82, Suite 1000
Address Line 4: Overland Park, KANSAS 66210

NAME OF SUBMITTER:	Gerald M. Kraai
Signature:	/Gerald M. Kraai/
Date:	02/26/2010

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated February 19, 2010 (this "Assignment"), is delivered and effective as of this February 19, 2010 (the "Effective Date") by AICCO, Inc. (California), AICCO, Inc. (Delaware), Imperial Premium Funding, Inc., AIG Credit Corp. of Puerto Rico, A.I. Credit Corp., and A.I. Receivables Transfer Corp. (collectively "Assignor"), to and in favor of Premium Financing Specialists, Inc., Premium Financing Specialists of California, Inc., and Premium Financing Specialists of the South, Inc. ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties". Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, the Assignee and Assignor have entered into that certain Unit and Asset Purchase Agreement, between the Assignee and Assignor, dated as of January 15, 2010 (the "Purchase Agreement"), providing for the sale and assignment by Assignor to Assignee of the Transferred Assets, including, without limitation, the Assigned Trademarks (as hereinafter defined);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the Trademarks included in the Transferred Assets, including but not limited to, all right, title and interest in and to the trademark registrations and applications for registration, identified and set forth on Schedule A attached hereto and the domain names set forth on Schedule B attached hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Trademarks");

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, Assignor wishes to confirm Assignee's ownership of those trademarks and assign to Assignee all worldwide right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks, including the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. Recordation of Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entity or agency in any applicable multi-national trademark authority or foreign country, to record, as applicable, Assignee as the Assignee and owner of the applicable Assigned Trademarks.
3. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.

4. Purchase Agreement. This Assignment is executed and delivered pursuant to Section 2.06 of the Purchase Agreement.
5. Notices. All notices, requests, claims, demands and other communications under this Assignment shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the addresses set forth in the Purchase Agreement (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5.).
6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
7. Purchase Agreement Governs. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern.
8. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.
9. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties thereto and their respective successors and assigns.
10. Amendment; Waiver. No provision of this Assignment may be amended, supplemented or modified except by a written instrument signed by all the Parties. No provision of this Assignment may be waived except by a written instrument signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.
11. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law provisions thereof.
12. Obligations of Parties. Each obligation of a Party under this Assignment to take (or refrain from taking) any action hereunder shall be deemed to include an undertaking by the Party to cause its Affiliates to take (or refrain from taking) such action.
13. Counterparts. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

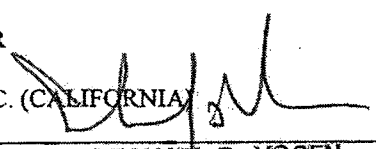
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

ASSIGNOR

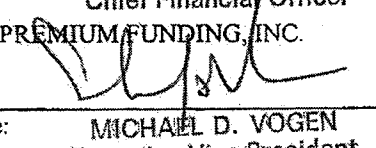
AICCO, INC. (CALIFORNIA)

By


Name: MICHAEL D. VOGEN
Title: Executive Vice President
Chief Financial Officer

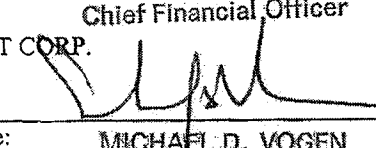
IMPERIAL PREMIUM FUNDING, INC.

By


Name: MICHAEL D. VOGEN
Title: Executive Vice President
Chief Financial Officer

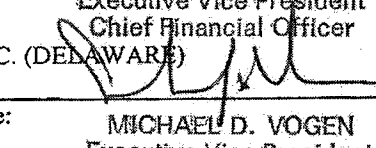
A.I. CREDIT CORP.

By


Name: MICHAEL D. VOGEN
Title: Executive Vice President
Chief Financial Officer

AICCO, INC. (DELAWARE)

By


Name: MICHAEL D. VOGEN
Title: Executive Vice President
Chief Financial Officer

AIG CREDIT CORP. OF PUERTO RICO

By


Name: MICHAEL D. VOGEN
Title: Executive Vice President
Chief Financial Officer

A.I. RECEIVABLES TRANSFER CORP.

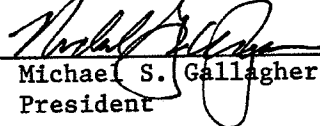
By


Name: MICHAEL D. VOGEN
Title: Executive Vice President
Chief Financial Officer

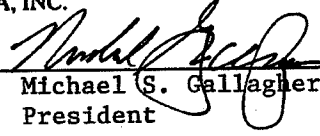
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

ASSIGNEE

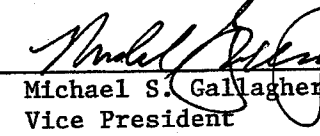
PREMIUM FINANCING SPECIALISTS, INC.

By 
Name: Michael S. Gallagher
Title: President

PREMIUM FINANCING SPECIALISTS OF CALIFORNIA, INC.

By 
Name: Michael S. Gallagher
Title: President

PREMIUM FINANCING SPECIALISTS OF THE SOUTH, INC.

By 
Name: Michael S. Gallagher
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
WEB QUOTE PLUS	US	78274033 7/14/2003	2983980 8/9/2005	A.I. Credit Corp.
LETTER OF CREDIT REPLACEMENT PROGRAM	US	74506400 3/29/1994	1934426 11/7/1995	A.I. Credit Corp.
LETTER OF CREDIT REPLACEMENT PROGRAM	US	78732696 10/13/2005	3246370 5/29/2007	A.I. Credit Corp.

Schedule B

Domain Name	Expiration Date	Account Holder
imperialpremiumfinance.com	07/09/12	A.I. Credit Corp.
apfmt.com	1/20/2011	A.I. Credit Corp.
apfmt.net	1/20/2011	A.I. Credit Corp.
apfmt.org	1/20/2011	A.I. Credit Corp.
ipfinc.com	6/15/2010	A.I. Credit Corp.
premiumfinanceservices.net	6/8/2012	A.I. Credit Corp.
iaicc.com	5/10/2010	A.I. Credit Corp.
iaicc.net	5/10/2010	A.I. Credit Corp.
iaicc.org	5/10/2010	A.I. Credit Corp.