

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
Loan Protector General Agency, Inc.		12/12/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Hilb Rogal & Hobbs of Ohio, LLC		
Street Address:	4951 Lake Brook Drive		
Internal Address:	Suite 500		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2687784	EASYTRACK	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 363-4162		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Angela R. Gott		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114-2378		
ATTORNEY DOCKET NUMBER:	26316-8		
NAME OF SUBMITTER:	Angela R. Gott		
Signature:	/Angela R. Gott/		

OP \$40.00 2687784

Date:

03/08/2010

Total Attachments: 7

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into on December 12, 2006, by and among HILB ROGAL & HOBBS OF OHIO, LLC, an Ohio limited liability company ("Buyer"), HILB ROGAL & HOBBS COMPANY, a Virginia corporation ("HRH"), LOAN PROTECTOR GENERAL AGENCY, INC., an Ohio corporation ("LPGA"), LOAN PROTECTOR TRACKING SERVICES, INC. an Ohio corporation ("LPTS") (LPGA and LPTS shall be referred to herein collectively as "Seller") and THE SHAREHOLDERS OF SELLER WHOSE NAMES ARE SET FORTH ON THE SIGNATURE PAGES HERETO (each of whom individually shall be referred to as an "Owner" and collectively as the "Owners"). Steven Wiser shall join in this Agreement for purposes of Section 3.1(c) and Section 6.11.

WITNESSETH

WHEREAS, LPGA and LPTS are engaged in the business of providing customized insurance tracking programs and lender placed (force-placed) insurance products to the mortgage industry;

WHEREAS, the Owners collectively own all of the stock of Seller;

WHEREAS, HRH is a holding company that owns and operates insurance agency, brokerage and risk management consulting businesses throughout the United States and in London, England through its network of subsidiaries;

WHEREAS, Seller and the Owners desire that Seller sell substantially all of Seller's assets to Buyer under the terms and conditions hereinafter provided; and

WHEREAS, HRH desires that Buyer, a wholly owned subsidiary of HRH, purchase substantially all of Seller's assets under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, the parties hereto, intending to be legally bound, agree that the terms and conditions of this transaction and the mode of carrying the same into effect shall be as follows:

**ARTICLE I
DEFINITIONS**

1.1 DEFINITIONS. As used herein, the following terms have the following meanings:

"ACCOUNTANTS" has the meaning set forth in Section 3.2(a)(iii).

“TAXES” means all U.S. federal, state and local, and foreign taxes, and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to tax or penalties applicable thereto.

“UNAUDITED FINANCIAL STATEMENTS” means the unaudited balance sheets of the Loan Protector Group as of December 31, 2005 and 2004, and the related statements of income, stockholders’ equity and cash flows for the years then ended, together with the accountants’ compiled report without disclosures with respect to LPTS and reviewed report with respect to LPGA prepared by Drew K. Kate Co., Inc., which has been previously delivered to Buyer and which are included as Schedule 1.1(c).

“VERIFIED CANCEL RESERVE” has the meaning set forth in Section 3.2(a)(v).

“YEAR 1” means the period beginning on the Effective Date and ending one year thereafter. If the Closing occurs on January 1, 2007, then Year 1 shall be the period January 1, 2007 through December 31, 2007;

“YEAR 2” means the period beginning one year after the Effective Date and ending one year thereafter. If the Closing occurs on January 1, 2007, then Year 2 shall be the period January 1, 2008 through December 31, 2008; and

“YEAR 3” means the period beginning two years after the Effective Date and ending one year thereafter. If the Closing occurs on January 1, 2007, then Year 3 shall be the period January 1, 2009 through December 31, 2009.

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 PURCHASE AND SALE. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller all of the rights, title and interests of Seller in and to all of the assets, properties and rights, whether tangible or intangible, real, personal or mixed, and wherever located, used in, necessary for, relating to or arising from the conduct of the Business or otherwise owned by Seller other than the Excluded Assets (collectively, the “ASSETS”), including, without limitation, the following:

- (a) an amount of cash necessary to satisfy the Tangible Net Asset Requirement;
- (b) all accounts receivable arising from the Business;
- (c) the prepaid expenses listed on Schedule 2.1(c);
- (d) all furnishings, furniture, fixtures, trade fixtures, equipment, machinery, tools and other fixed assets, including but not limited to the items listed on Schedule 2.1(d);

(e) all rights under (1) the Contracts set forth on Schedule 2.1(e)(1), (2) Contracts with any employees and independent contractors of any Member of the Loan Protector Group concerning non-competition, non-solicitation or confidentiality matters, (3) the real property leases set forth on Schedule 2.1(e)(1), (4) all Contracts with insurance companies for which a Member of the Loan Protector Group acts as agent and all contingency, override and profit sharing agreements and arrangements with insurance companies, including but not limited to the Contracts listed on Schedule 2.1(e)(1) and (5) all other Contracts to the extent used in, necessary for, related to or arising from the Business or the Assets and to the extent entered into in the ordinary course of Business and which remain unperformed, unfulfilled on, or continue by their terms after the Closing (collectively, the "ASSIGNED CONTRACTS"), in each case other than the Contracts listed on Schedule 2.1(e)(2) (collectively, the "EXCLUDED CONTRACTS") provided, however, notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contracts or any claim or any right or benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the rights of Buyer hereunder; Seller and each Owner shall use their reasonable best efforts to obtain the consent of the other party to any of the foregoing to the assignment thereof to Buyer in all cases in which such consent is required for assignment or transfer, and if such consent is not obtained, Seller and each Owner agree to cooperate with Buyer in any reasonable and lawful arrangement designed to provide for Buyer the benefits thereunder for their respective terms, including, but not limited to, having: (a) Buyer act as agent for Seller; and (b) Seller enforcing for the benefit of Buyer any and all rights of Seller against the other party thereto arising out of the cancellation by such other party or otherwise;

(f) all Permits used by a Member of the Loan Protector Group or necessary in connection with the conduct of the Business as presently being conducted, to the extent assignable, including, without limitation, all Permits listed on Schedule 2.1(f) attached hereto;

(g) all restrictive covenants, if any, in favor of any Member of the Loan Protector Group applicable to the Business;

(h) all computer programs used in the Business (including any licenses to such items licensed by a Member of the Loan Protector Group);

(i) all logs, client lists, books of insurance business, expiration lists, customer and supplier lists, customer relationships, business and financial records and files (other than original corporate records, stock registers and minute books), employee files, data and books of account, payroll, personnel and medical records, whether printed or computerized;

(j) to the extent permitted by HRH GAAP, all rights to future fees and commissions with respect to insurance policies placed on or prior to the Closing;

(k) all broker of record rights, rights to renew and related intangible rights and goodwill of the Business;

(l) the general intangibles of the Business, including techniques, processes and know-how that are used in the operation of the Business, telephone numbers, facsimile numbers and internet addresses, company names including, without limitation, the names “Loan Protector General Agency,” “Loan Protector Tracking Services,” “loanprotector.com” or any derivative thereof or name similar thereto, and any trade names related thereto;

(m) all advertising and marketing materials and supplier information used in or related to the Business;

(n) all rights, causes of action, rights of recovery, set off and claims, counterclaims, credits, rights and interests, rights to indemnification or similar rights, known or unknown, matured or unmatured, assumed or contingent, against third parties related to or arising from the Business, the Assets or the Assumed Liabilities;

(o) all security deposits; and

(p) all other tangible and intangible assets, wherever located, that are used in, necessary for, relate to or arise from the Business and are not Excluded Assets.

2.2 EXCLUDED ASSETS. Notwithstanding the foregoing, the assets listed on Schedule 2.2 (the “EXCLUDED ASSETS”) to the extent that, but for this sentence, they would constitute Assets and any other assets of the Loan Protector Group not used in, or necessary for the operation of, the Business, shall not be included in the Assets and shall be retained by Seller.

2.3 ASSUMED LIABILITIES; EXCLUDED LIABILITIES. Upon the sale and purchase of the Assets, Buyer hereby agrees to assume and pay or discharge when due in accordance with their respective terms:

(a) the obligations of the Members of the Loan Protector Group under all Assigned Contracts set forth on Schedule 2.1(e)(1) for the period following the Effective Date with respect to obligations arising under the terms of such Assigned Contracts from and after the Effective Date;

(b) the accounts and trade payables of the Business listed on Schedule 2.3(b) and those accounts payable of the Business for the period following the Effective Date with respect to obligations arising after the Effective Date; and

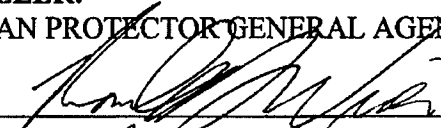
(c) the Liabilities listed on Schedule 2.3(c).

Provided, however, that except for the Liabilities assumed by Buyer pursuant to this Section 2.3, Buyer and HRH shall not assume and shall not pay any other Liabilities of any Members of the Loan Protector Group, of any nature whatsoever, including, without limitation, any of the following:


WITNESS the following signatures as of the date first above written.

SELLER:

LOAN PROTECTOR GENERAL AGENCY, INC.

By 
Its PRESIDENT

LOAN PROTECTOR TRACKING SERVICES, INC.

By 
Its PRESIDENT

BUYER:

HILB ROGAL & HOBBS OF OHIO, LLC

By _____
Its _____

HRH:


HILB ROGAL & HOBBS COMPANY

By _____
Its _____

OWNERS:


RONALD F. WISER


FAINING WISER


STEVEN WISER,
TRUSTEE OF THE WISER TRUST FOR THE
BENEFIT OF STEVEN WISER U/T/A
DECEMBER 31, 2003

STEVEN WISER:


STEVEN WISER

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WITNESS the following signatures as of the date first above written.

SELLER:

LOAN PROTECTOR GENERAL AGENCY, INC.


By _____
Its _____

LOAN PROTECTOR TRACKING SERVICES, INC.

By _____
Its _____

BUYER:

HILB ROGAL & HOBBS OF OHIO, LLC

By 
Its Asst Secretary

HRH:

HILB ROGAL & HOBBS COMPANY

By 
Its Vice President & General Counsel

OWNERS:

RONALD F. WISER

PAI NING WISER

STEVEN WISER,
TRUSTEE OF THE WISER TRUST FOR THE
BENEFIT OF STEVEN WISER U/T/A
DECEMBER 31, 2003

STEVEN WISER:

STEVEN WISER

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Schedule 2.2
Excluded Assets

2004 Ford Expedition

Stone bear statue

3 shelf lawyers cabinet in Ron Wiser's office and contents

Spanish bullfighting framed poster

Framed Mid-Ohio aerial photo in Ron Wiser's office

Italian Family Oil Paintings (2)

Porsche chairs (2)

Charles Schwab Brokerage account

Ron Wiser's Dell Laptop – however, the software and Loan Protector information is not excluded

Pai-Ning Wiser's Dell Laptop – however, the software and Loan Protector information is not excluded

Ron's Dell Dimension 4600 Computer – however, the software and Loan Protector information is not excluded

Employees' personal property in their work areas

Life Insurance policies on Ron Wiser and Steve Wiser

Documents relating to Wiser Real Estate which are stored at Loan Protector

First Merit Money Market Account [REDACTED] used by Loan Protector Tracking Services, Inc. to receive proceeds from sale

Charles Schwab Account [REDACTED] used by Loan Protector General Agency, Inc. to receive proceeds from sale