

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/31/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mountainview Software Corporation		06/14/2002	CORPORATION: UTAH

**RECEIVING PARTY DATA**

Name:	Gallagher Bassett Services, Inc.
Street Address:	2 Pierce Place
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2678681	IFROI
Registration Number:	2912030	CLAIMZONE
Registration Number:	2878914	CLAIM ZONE

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3300  
 Email: jchester@sidley.com  
 Correspondent Name: Sidley Austin LLP c/o Julia Chester  
 Address Line 1: 717 N. Harwood  
 Address Line 2: Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 01005-02301

**900160242**

**TRADEMARK  
 REEL: 004190 FRAME: 0539**

**CH \$90.00 2678681**

NAME OF SUBMITTER:	Julia Chester
Signature:	/Julia Chester/
Date:	04/22/2010
Total Attachments: 4 source=Mtn View Assign#page1.tif source=Mtn View Assign#page2.tif source=Mtn View Assign#page3.tif source=Mtn View Assign#page4.tif	

## BILL OF SALE AND ASSIGNMENT

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 1 of that certain Agreement and Plan of Reorganization dated June 14, 2002 ("Agreement") to which MOUNTAINVIEW SOFTWARE CORPORATION, a Utah corporation ("Seller"), ARTHUR J. GALLAGHER & CO., a Delaware corporation ("Gallagher") and STEVEN W. SCHMUTZ, TERRY PREECE, EVAN SCHMUTZ, RICHARD SCHMUTZ, RON SHAPIRO and PAUL ALLEN (collectively, the "Stockholders") are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Gallagher Bassett Services, Inc., a Delaware corporation and wholly owned subsidiary of Gallagher ("GB"), on May 31, 2002 (the "Effective Date"), all of Seller's right, title and interest in and to all of the property (the "Property") described on Schedule A attached hereto and made a part hereof. Capitalized terms used and not described herein shall have the respective meanings assigned to them in the Agreement.

~~Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Property hereby made against all persons whomsoever, to take all steps~~ reasonably necessary to establish the record of GB's title to the Property, and, at the request of GB, to execute and deliver further instruments of transfer and assignment and take such other action as GB may reasonably request to more effectively transfer and assign to and vest in GB the Property, all at the sole cost and expense of Seller.

In addition to such other representations and warranties contained in the Agreement, Seller hereby represents and warrants to GB that immediately prior to the execution hereof, Seller had, and upon the execution hereof, GB is acquiring and is vested with good, valid and marketable title to the Property, free and clear of any encumbrances whatsoever.

Without limiting the above, Seller hereby constitutes and appoints GB the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of GB and its successors and assigns, from time to time

(a) to demand, receive and collect any and all of the Property and to give receipts and releases for and with respect to the same, or any part thereof,

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, which GB or its successors and assigns may deem proper in order to collect or reduce to possession any of the Property and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be, and

(c) to do all things legally permissible, required, or reasonably deemed by GB to be required, to recover and collect the Property, and to use Seller's name in such manner as GB may reasonably deem necessary for the collection and recovery of same, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

The terms of the Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Property, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.


The Bill of Sale and Assignment shall be binding on Seller and the successors and assigns, and shall inure to their benefit.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of June 14, 2002.

Mountainview Software Corporation  
a Utah corporation

By:

Its:

  
President

## SCHEDULE A

All of the assets, property (whether real, personal or mixed), business and goodwill of Seller of every kind, nature and description, wherever located, as it exists on the Effective Date, including the assets, property and business, wherever located, described below:

(a) All of the right, title and interest of Seller in its software development, programming and consulting business and related services businesses (collectively the "Acquired Businesses") and all of its customer lists, intellectual property, proprietary software programs including, but not limited to, all versions of ClaimZone Remote and all other computer programs, software, source code, documentation and similar and related items which have been developed, licensed or distributed in any manner to third parties or owned by Seller at the Closing date (the "Software") and agreements, and accounts and all books and records, correspondence, files and other data wherever located pertaining to the Acquired Businesses. The Acquired Businesses shall include all assets relating to the Acquired Businesses which are held, owned or standing in the name of any officer, employee, agent, stockholder or director of Seller, irrespective of the legal title to any of such property.

~~(h) All furniture, fixtures, computer hardware, equipment, automobiles and leasehold improvements of Seller.~~

(c) All of the right, title and interest of Seller in and to the names MountainView Software Corporation and ClaimZone Remote or any variants thereof, all domain names, e-mail addresses and web pages used in connection with the Acquired Businesses including the goodwill attached thereto.

(d) The sole right to collect and to retain (i) all service fees due Seller for any services rendered in connection with the operation of the Acquired Businesses and collected on and after the Closing Date by Seller or by GB and (ii) all other fees or other compensation paid, payable or due to Seller irrespective of the date as of which such fees or other compensation was accrued or earned.

(e) All of Seller's right, title and interest in and to the leases and other contracts and agreements listed and described in Paragraph 1(e) of the Disclosure Schedule.

(g) All other property, real or personal and mixed, tangible and intangible, of Seller, including cash and securities, bank accounts, accounts receivable of all types and all of Seller's right, title and interest in and to all claims, licenses, trademarks, domain names, trade names and memberships (to the extent such are assignable) of Seller.

Notwithstanding the foregoing, the following shall be excepted from the term "Property" as used in the Agreement and shall not be included in the assets sold to GB: (i) the minute books and ledgers and stock transfer records of Seller; (ii) the Agreement and the securities to be issued to Seller pursuant to the terms of the Agreement and all documents to be delivered by GB to Seller under the Agreement; and (iii) those assets in the "Retained By Seller" column of Paragraph 5(o) of the Disclosure Schedule.

Disclosure Schedule  
5 (bb)

Software

Software Developed and sold Commercially by MountainView Software Corporation

- ClaimZone: High-end claims administration and reporting tool. Designed for the claim adjuster. Primary markets are TPA companies, Insurance carriers, and Self-Insured organizations.
- ClaimZone First Report: Claim reporting tool. First Report of Injury for all 50 states, and OSHA 300. Primary markets are organizations who wish to complete their own reports, and TPA companies or Insurance carriers who want their customers to report to them electronically.
- IFROI.com: Web site for reporting the First Report of Injury.
- NetOSHA.com: Web site for reporting OSHA claims.
- ClaimZone Data Warehouse: Companion product to ClaimZone. Used for viewing claim data via the Internet.
- STD Module: A Short-term Disability module sold in conjunction with ClaimZone First Report.

Software Developed by MountainView Software Corporation for Internal Use Only

- MVOffice: Used internally to track customers.
- TimeTracker: Used internally to track time spent on projects. We used this software for billing purposes for time and expense contracts.
- MVBugger: Used internally to track bugs, and enhancement requests for our software products.

Software Developed by ISV (Independent Software Vendors) and Distributed with MountainView Software Commercial Products

- Crystal Reports®: Used for designing reports.
- Orpheus®: Data aware windows controls
- EDS Spell®: Spell check program
- Internet Mail Suite: Used for emailing files
- PK Zip Utility: Used for zipping files
- FaxSent®: Used for faxing

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MountainView Software Corporation ♦ May 2002  
This information is provided exclusively for Arthur J. Gallagher & Company