

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
ING NORTH AMERICA INSURANCE CORPORATION		01/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ING BROKERS NETWORK, LLC
Street Address:	1100 N Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801-1243
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2896361	REFERRIGHT
Registration Number:	3578407	M
Registration Number:	3610806	MULTIFINANCIAL SECURITIES CORPORATION
Serial Number:	78794175	EQUITY TRIAD MATRIX
Serial Number:	77532815	FLEXINSURED ACCOUNT
Serial Number:	77683410	SKILLBUILDER U
Serial Number:	77843508	SMARTWORKS

CORRESPONDENCE DATA

Fax Number: (212)230-8888

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2129277209

Email: WHIPNYTrademarkDocketStaff@wilmerhale.com

Correspondent Name: Terese R. Cohen

Address Line 1: 399 Park Avenue, 37th Floor

900166315

TRADEMARK
REEL: 004237 FRAME: 0412

OP \$190.00 2896361

Address Line 4: New York, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	2201829-00244
NAME OF SUBMITTER:	Terese R. Cohen
Signature:	/Terese R. Cohen/
Date:	07/06/2010
<p>Total Attachments: 9</p> <p>source=Assignment Deed#page1.tif</p> <p>source=Assignment Deed#page2.tif</p> <p>source=Assignment Deed#page3.tif</p> <p>source=Assignment Deed#page4.tif</p> <p>source=Assignment Deed#page5.tif</p> <p>source=Assignment Deed#page6.tif</p> <p>source=Assignment Deed#page7.tif</p> <p>source=Assignment Deed#page8.tif</p> <p>source=Assignment Deed#page9.tif</p>	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of January 31, 2010 (the "Effective Date"), is made by and between ING NORTH AMERICA INSURANCE CORPORATION, a Delaware corporation, ("Assignor"), and ING BROKERS NETWORK, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark applications and registrations, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A to this Assignment (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, dated as of November 2, 2009 (the "Purchase Agreement"), by and between LION CONNECTICUT HOLDINGS INC., a Connecticut corporation, ING RETAIL HOLDING COMPANY, INC., a Connecticut corporation, ING AMERICA INSURANCE HOLDINGS, INC., a Delaware corporation (collectively "Sellers") and FINCH ACQUISITION CORP., a Delaware corporation, Sellers agreed to assign and cause Assignor to assign certain intellectual property, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademarks together with the goodwill of the business connected with the use of, or symbolized by, the Trademarks (or any portion thereof to which the Trademarks pertain, if that business is ongoing and existing), any registrations and applications therefor, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.

3. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY RIGHTS.

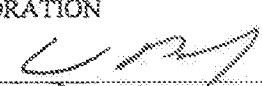
4. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

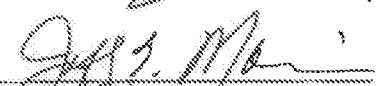
5. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York or any court of the State of New York sitting in the Borough of Manhattan for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

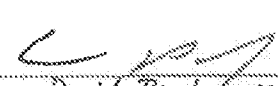
ING NORTH AMERICA INSURANCE
CORPORATION

By 
Name: David Pendry
Title: Vice President and Treasurer

By 
Name: Jeffrey Morrison
Title: Chief Counsel and Assistant Secretary

ING BROKERS NETWORK, LLC

By _____
Name:
Title:

By 
Name: David Pendry
Title: Vice President and Treasurer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ING NORTH AMERICA INSURANCE
CORPORATION

By _____
Name:
Title:

By _____
Name:
Title:

ING BROKERS NETWORK, LLC

By *Mark Marr*
Name: *Mark Marr*
Title: *President and CEO*

By _____
Name:
Title:

[Signature Page to Trademark Assignment]

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this ____ day of ____ 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Jeffrey E. Morrison, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of ING North America Insurance Corporation, a Delaware corporation, as the Chief Counsel and Assistant Secretary of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



[Trademark Assignment]

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this _____ day of _____ 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared David S. Pendergrass, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of ING North America Insurance Corporation, a Delaware corporation, as the Vice President and Treasurer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

~~Near Public~~

(Affix Seal Below)

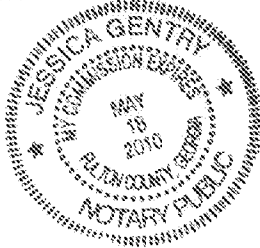


[Trademark Assignment]

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this _____ day of _____ 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared David S. Pendergrass, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of ING Brokers Network, LLC, as the Vice President and Treasurer of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

(Affix Seal Below)



Jessica Gentry
Notary Public

[Trademark Assignment]

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this _____ day of _____ 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared N. Mark Marr, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of ING Brokers Network, LLC, as the President and CEO of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

(Affix Seal Below)

[Signature]
Notary Public



[Trademark Assignment]

Schedule A

Trademark Registrations and Applications

Mark	Reg./App. Number
REFERRIGHT	Reg. # 2,896,361 ✓
Multi Logo	Reg. # 3,578,407 ✓
MULTIFINANCIAL SECURITIES CORPORATION & Design	Reg. # 3,610,806 ✓
EQUITY TRIAD MATRIX	App. # 78/794,175 ✓
FLEXINSURED ACCOUNT	App. # 77/532,815 ✓
SKILLBUILDER U	App. # 77/683410 ✓
SMARTWORKS	App. # 77/843,508 ✓