

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
GAB Robins North America, Inc.		10/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GAB Robins Trademark, LLC		
Street Address:	9 Campus Drive		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3446779	EYE ADVISOR	
Registration Number:	1897730	GAB	
Registration Number:	940721	GAB	
Registration Number:	1716471	GAB	
Registration Number:	1899178	GAB ROBINS	
Registration Number:	1897729	ROBINS	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Oren Epstein, Esq.		
Address Line 4:	New York, NEW YORK 10036		

CH \$165.00 3446779

900175206

TRADEMARK
 REEL: 004306 FRAME: 0467

ATTORNEY DOCKET NUMBER:	027450/9
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	10/28/2010
<p>Total Attachments: 4 source=nyc3_771355_3#page1.tif source=nyc3_771355_3#page2.tif source=nyc3_771355_3#page3.tif source=nyc3_771355_3#page5.tif</p>	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of October 28, 2010 (this "Assignment"), is entered into by and among GAB Robins North America, Inc., a Delaware corporation (the "Assignor"), and GAB Robins Trademark, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement, dated as of September 29, 2010, by and among Assignor and Gallagher Bassett Services, Inc., amongst others (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the "Globe" logo and the term "GAB Robins" and any derivative thereof, including the United States and Canadian trademark registrations listed on Exhibit A hereto and all goodwill associated with any of the foregoing (collectively, the "Transferred IP").

NOW, THEREFORE, in consideration of the promises and mutual covenants, agreements and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1. Assignment of Transferred IP. Upon the terms and subject to the conditions of this Assignment, the Assignor hereby irrevocably sells, conveys, assigns, and transfers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor's rights, title, and interest in and to the Transferred IP, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred IP, with the right to sue for and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 2. Further Assistance with Respect to Transferred IP. The Assignor shall provide to the Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at the Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with implementation, perfection and recording of this Assignment.

Section 3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective successors and permitted assigns.

Section 4. Recordation. Assignor hereby requests and authorizes the United States Commissioner of Patents and Trademarks, the United States Copyright Office, and any other applicable Governmental Authority, to record Assignee as the owner of the Transferred IP, and issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in and to the same for the sole use and enjoyment of the Assignee and its successors or other legal representatives. Assignee shall have the right to record this Assignment with all applicable Governmental Authorities so as to perfect its ownership of the Transferred IP.

Section 5. Governing Law. This Assignment shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of New York, without giving effect to any conflicts of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of New York.

Section 6. Counterparts. The Assignor and Assignee may execute this Assignment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same Assignment.

Section 7. Headings. The headings of the sections of this Assignment are inserted for convenience only and shall not be deemed to constitute a part hereof.

Section 8. Exhibits. The Exhibit to this Assignment shall be construed with and as an integral part of this Assignment to the same extent as if the same had been set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

Assignor:

GAB ROBINS NORTH AMERICA, INC.

By: 

Name:

Title:

EDWARD G. TROM
Pres & CEO

Assignee:

GAB ROBINS TRADEMARK, LLC

By: 

Name:

Title:

Harry M. Basinger
Corporate Secretary

EXHIBIT A

Transferred IP

Trademarks:

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg Date (App. Date)	Record Owner	Status
Canada	EYE ADVISOR & Globe Logo	744,493 (1,316,600)	8/3/2009 (9/15/2006)	GAB Robins North America, Inc.	Registered
Canada	GAB & Globe (Logo)	446181 (737.807)	8/18/1995 (9/28/1993)	GAB Robins North America, Inc.	Registered
Canada	GAB ROBINS & Globe (Logo)	457681 (737.808)	5/24/1996 (9/28/1993)	GAB Robins North America, Inc.	Registered
Canada	ROBINS & Globe (Logo)	454165 (737.809)	2/16/1996 (9/28/1993)	GAB Robins North America, Inc.	Registered
United States	EYE ADVISOR & Globe Logo	3,446,779 (78/839,613)	6/10/2008 (3/17/2006)	GAB Robins North America, Inc.	Registered
United States	GAB & Globe (Logo)	1,897,730 (74/434,385)	6/6/1995 (9/9/1993)	GAB Robins North America, Inc.	Registered
United States	GAB (letters stylized)	940,721 (72/363,167)	8/8/1972 (6/19/1970)	GAB Robins North America, Inc.	Registered
United States	GAB (Word)	1,716,471 (74/234,119)	9/15/1992 (12/30/1991)	GAB Robins North America, Inc.	Registered
United States	GAB ROBINS & Globe (Logo)	1,899,178 (74/434,384)	6/13/1995 (9/9/1993)	GAB Robins North America, Inc.	Registered
United States	ROBINS & Globe (Logo)	1,897,729 (74/434,383)	6/6/1995 (9/9/1993)	GAB Robins North America, Inc.	Registered