

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The American Worker Plans, Inc.		03/31/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Westbrook Insurance Services, LLC		
<b>Street Address:</b>	4 Westbrook Corporate Center		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Westchester		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60154		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2822610	THE AMERICAN WORKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(256)539-6024		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2565396000		
<b>Email:</b>	tburkett@leo-law.com		
<b>Correspondent Name:</b>	Todd Burkett		
<b>Address Line 1:</b>	200 Randolph Ave.		
<b>Address Line 2:</b>	Ste. 200		
<b>Address Line 4:</b>	Huntsville, ALABAMA 35801		
<b>ATTORNEY DOCKET NUMBER:</b>	AMERICAN WORKER PLANS		
<b>NAME OF SUBMITTER:</b>	Todd W. Burkett		
<b>Signature:</b>	/Todd W. Burkett/		

OP \$40.00 2822610

900188228

**TRADEMARK**  
**REEL: 004513 FRAME: 0402**

Date:

04/01/2011

**Total Attachments: 3**

source=TM Assignment\_001#page1.tif

source=TM Assignment\_001#page2.tif

source=TM Assignment\_001#page3.tif

## Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") made as of March 31, 2011, by THE AMERICAN WORKER PLANS, INC., an Illinois corporation ("ASSIGNOR").

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the tradenames and trademarks set forth on the attached Exhibit A and any and all trade dress associated therewith ("the Marks"), together with the goodwill of the business symbolized thereby in connection with the products on which the Marks are used; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and between Assignor and AMERICAN WESTBROOK INSURANCE SERVICES, LLC, an Illinois limited liability company ("ASSIGNEE") dated March 31, 2011 (the "Purchase Agreement"), ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE of ASSIGNOR's right, title, and interest in and to the Marks in the United States of America and in all foreign countries (collectively, the "Marks").

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Asset Purchase Agreement between Assignor and Assignee, acknowledged to be sufficient consideration and received, ASSIGNOR does hereby:

1. **Assignment.** ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks, together with (a) the goodwill of the business relating to the Marks; (b) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (c) all rights to sue for past, present, and future infringements or misappropriations of the Marks. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs, if any, associated with the Marks.

2. **Further Assurances.** ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks. The terms and conditions of the Purchase Agreement shall survive the execution of this Agreement, as expressly provided in the Purchase Agreement. This Trademark Assignment is subject to all of the representations, warranties, covenants, agreements, exclusions, indemnities and other provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference.

\*\*\*\*\*

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Trademark Assignment, as of the day and year first above written.

ASSIGNOR:

THE AMERICAN WORKER PLANS, INC.

BY: 

Name: George V. Duczak

Its: President

EXHIBIT A

MARKS

1. The following United States trademark registrations and applications (whether live or dead)

	Serial Number	Reg. Number	Word Mark	Registration Date
1	76489056	2822610	THE AMERICAN WORKER	3/16/2004