

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/01/2006		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	BROWN & BROWN, INC.		05/03/2011
			Entity Type
			CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	B&B PROTECTOR PLANS, INC.		
Street Address:	3101 WEST MARTIN LUTHER KING, JR. BLVD.		
Internal Address:	SUITE 400		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1740173	OPTOMETRIC PROTECTOR PLAN
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485940600		
Email:	tmdocketing@raderfishman.com, lem@raderfishman.com		
Correspondent Name:	RADER, FISHMAN & GRAUER PLLC		
Address Line 1:	39533 WOODWARD AVENUE, SUITE 140		
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	63771-0002		
NAME OF SUBMITTER:	Linda E. Monge		
Signature:	/LINDA E. MONGE/		
Date:	05/04/2011		
Total Attachments: 1 source=20110503154425846#page1.tif			

CH \$40.00 1740173

TRADEMARK ASSIGNMENT

WHEREAS, **BROWN & BROWN, INC.**, a Florida corporation, at Suite 400, 3101 West Martin Luther King, Jr. Boulevard, Tampa, FL USA 33607 ("Assignor"), is owner of the entire right, title and interest in and to the word mark OPTOMETRIC PROTECTOR PLAN, U.S. Registration 174,0173; and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to such mark; and the GOODWILL of the business in which the mark is used (collectively, the "Trademark Rights");

WHEREAS, **B&B PROTECTOR PLANS, INC.**, a Florida corporation, at Suite 400, 3101 West Martin Luther King, Jr. Boulevard, Tampa, FL USA 33607 ("Assignee"), wishes to acquire and Assignor wishes to assign and transfer to Assignee the Trademark Rights; and

WHEREAS, Assignee is a successor to the business, assets and appurtenant goodwill of Assignor to which the Trademark Rights pertain, and the parties acknowledge that the business of Assignor was, at the time of the assignment and transfer, ongoing and existing as required under 15 U.S.C. § 1060.

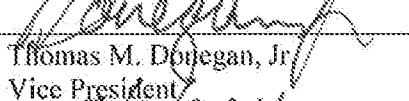
NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor **DOES HEREBY** assign and transfer to Assignee all right, title and interest in and to the Trademark Rights, effective as of the date written below.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights. This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

This Assignment shall be deemed effective, nunc pro tunc, as of December 1, 2006.

ASSIGNOR:

BROWN & BROWN, INC.

By: 
Thomas M. Donegan, Jr.
Vice President
Date: 5/3/2011

S:\SHARED\ADMIN\AGMT\TRADEMARK ASSIGNMENT (B&B TO BBPP - OPTOMETRIC PROTECTOR PLAN WORD MARK).DOC