

**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>
SEGUROS SIN BARRERAS INSURANCE AGENCY, INC.		12/10/2010	CORPORATION: DELAWARE
LEXICON MARKETING, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SSB INSURANCE SERVICES, INC.		
<b>Street Address:</b>	358 Fifth Avenue, Suite 1003		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3727440	SEGUROS SIN BARRERAS	
<b>Serial Number:</b>	77624986	SEGUROS SIN BARRERAS	
<b>Registration Number:</b>	3623620	¿ESTÁS SEGURO?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergekohn.com		
<b>Correspondent Name:</b>	Nancy Brougher		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5125.168		

OP \$90.00 3727440

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	07/05/2011
<b>Total Attachments: 6</b> source=SSB Trademark Assignment#page1.tif source=SSB Trademark Assignment#page2.tif source=SSB Trademark Assignment#page3.tif source=SSB Trademark Assignment#page4.tif source=SSB Trademark Assignment#page5.tif source=SSB Trademark Assignment#page6.tif	

## SERVICEMARK AND TRADEMARK ASSIGNMENT AGREEMENT

This Servicemark and Trademark Assignment Agreement ("Agreement") is executed as of December 10, 2010, by and among SEGUROS SIN BARRERAS INSURANCE AGENCY, INC., a Delaware corporation ("Seguros"), LEXICON MARKETING, LLC, a Delaware limited liability company ("Lexicon" and together with Seguros, the "Assignors"), and SSB INSURANCE SERVICES, INC., a Delaware corporation ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Pursuant to that certain Asset Purchase Agreement, dated December 10, 2010 by and among Assignee, Seguros, Lexicon and GG LMC MEXICO, S. de R.L. de C.V., a Mexican company with variable capital (*sociedad de responsabilidad limitada de capital variable*), the parties have agreed to have entered into this Agreement prior to the closing of the transactions contemplated under the Asset Purchase Agreement;

WHEREAS, Assignors are the common law proprietors and beneficial owners of the trademarks and service marks set forth on Schedule A, attached hereto and made part hereof, throughout the world, and has applied for certain registrations with the United States Patent and Trademark Office, the applications and registrations of which are referenced in Schedule A (collectively and individually, the "Marks");

WHEREAS, Assignors own all rights, title, and interest in and to the Marks and have the power, authority and control to convey, transfer, assign, deliver and contribute to Assignee; and

WHEREAS, Assignors desire to convey, transfer, assign, deliver, and contribute to Assignee all of their right, title and interest in and to the Marks and Assignee accepts the conveyance, transfer, assignment, delivery and contribution of the Marks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign, transfer and convey to Assignee, its successors and assigns, the entire, worldwide right, title and interest, in and to each of the Marks and any trade dress associated with the Marks, including without limitation the applications for registrations set forth on Schedule A and any renewal thereof, including common law rights connected therein, together with the good will of Assignors' business connected with and symbolized by the Marks and trade dress, any and all causes of action heretofore and hereafter accrued or accruing for infringement or threatened or alleged infringement of the Marks in the sole name of Assignee, its successors or assigns, all the full benefit of the Mark and the trademark applications, including the rights Assignors may have at common law to the intent that upon such trademark applications being in order for registration, this Agreement shall operate to vest the same in Assignee as registered proprietor absolutely together with the benefit of any use of the Marks and the trademark applications prior to registration, and the full benefit of the designs and logos, including the rights Assignors may have at common law.

Assignors hereby represent and warrant that:

- (i) they are the owner of the Marks listed on Schedule A;

- (ii) they have granted no licenses to any other party to use the Marks in the United States or throughout the world other than Assignee;
- (iii) they are not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, or any other rights or interests therein which are adverse to those of Assignors;
- (iv) they are not party to any prior agreement, nor has it made any information commitment or reached any understanding with any other person or legal entity relating to the Marks which would be a breach or otherwise violate the foregoing Assignment of the Marks; and
- (v) to their knowledge, Assignors have transferred to Assignee the entire goodwill associated with the Marks.

Assignors hereby agree to take all actions and to sign and execute any documents, forms or authorization in form or forms to be specified by Assignee that may be reasonably required for procuring the registration, assignment, and absolute vesting of all right, title and interest in the Marks and trademark applications, recording or registering the transfer of rights in or to, or which may arise in respect of any of the Marks or the trademark applications hereby assigned. If Assignors default in signing and/or executing the same within seventy (72) hours of receipt, Assignors hereby appoint Assignee or its nominee as the true and lawful attorney of Assignors solely for this purpose which appointment is irrevocable and coupled with an interest.

Neither the making nor the acceptance of this assignment and transfer shall constitute a waiver or release by Assignors or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Asset Purchase Agreement. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision or administrative proceeding, including a decision from the United States Patent and Trademark Office, the remaining provisions shall remain valid and enforceable according to its terms. Assignors hereby agree that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.

[Signatures on Following Page]

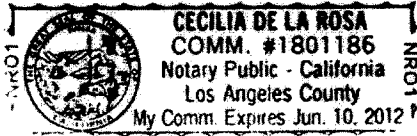
IN WITNESS WHEREOF, Assignors have executed this Agreement as of  
December 10, 2010.

SEGUROS SIN BARRERAS INSURANCE AGENCY, INC

By: [Signature]  
Name: VALERIA RICO  
Title: CEO

LEXICON MARKETING, LLC

By: [Signature]  
Name: VALERIA RICO  
Title: CEO



State of California, County of Los Angeles  
Subscribed and sworn to (or affirmed) before me  
on this 10 day of December, 2010.  
by Valeria Rico,  
I have approved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Signature: [Signature]

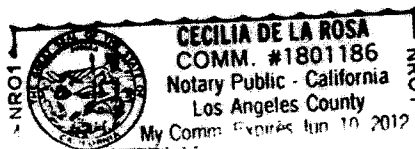
[Signature to Trademark and Servicemark Assignment Agreement]

ACKNOWLEDGEMENT

STATE OF California  
COUNTY OF Los Angeles ss.:

On this 10 day of December, 2010, before me personally came Valerie Rico, to me known, who, being by me duly sworn, did depose and say that he/she is the President of SEGUROS SIN BARRERAS INSURANCE AGENCY, INC, the corporation described in and which executed the foregoing Trademark Assignment Agreement, and that he/she was duly authorized by said corporation to execute the foregoing instrument.

Cecilia De La Rosa  
NOTARY PUBLIC

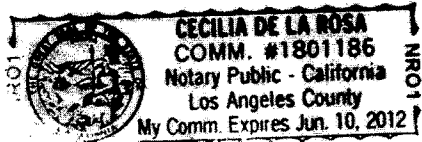


ACKNOWLEDGEMENT

STATE OF California  
COUNTY OF Los Angeles SS.:

On this 10 day of December 2010, before me personally came Valeria Pico, to me known, who, being by me duly sworn, did depose and say that he/she is the President of LEXICON MARKETING, LLC, the corporation described in and which executed the foregoing Trademark Assignment Agreement, and that he/she was duly authorized by said corporation to execute the foregoing instrument.

Cecilia De La Rosa  
NOTARY PUBLIC



**Schedule A  
(List of Marks)**

<b>Case Number</b>	<b>Country Name</b>	<b>Trademark Name</b>	<b>Owner Name</b>	<b>Reg or Appl Number</b>	<b>Reg or Appl Date</b>
0XDM-127534	Mexico	SEGUROS SIN BARRERAS	Lexicon Marketing, LLC	988051	15-Jun-07
0XDM-144735	United States of America	SEGUROS SIN BARRERAS	Lexicon Marketing, LLC	3727440	22-Dec-09
0XDM-144736	United States of America	SEGUROS SIN BARRERAS	Lexicon Marketing, LLC	77/624986	02-Dec-08
0XDM-131892	United States of America	¿ESTÁS SEGURO?	Lexicon Marketing, LLC	3623620	19-May-09