

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.		10/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gallagher Bassett Services, Inc.		
Street Address:	Two Pierce Place		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143-3141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2587168	ACIS	
Registration Number:	2562363	CLIENTELLIGENT	
Registration Number:	2314014	MEDINSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	(312)704-3001		
Phone:	312-704-3336		
Email:	kmulcahy@hinshawlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kourtney Mulcahy		
Address Line 1:	Hinshaw & Culbertson LLP		
Address Line 2:	222 N. LaSalle Street, Suite 300		
Address Line 4:	Chicago, ILLINOIS 60601-1081		
ATTORNEY DOCKET NUMBER:	00060-0026751		
NAME OF SUBMITTER:	Kourtney Mulcahy		

900203326

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REEL: 004632 FRAME: 0492

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Signature:	/kourtney mulcahy/
Date:	09/29/2011
Total Attachments: 5 source=Gallager Bassett Assignment#page1.tif source=Gallager Bassett Assignment#page2.tif source=Gallager Bassett Assignment#page3.tif source=Gallager Bassett Assignment#page4.tif source=Gallager Bassett Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of October 1, 2010 (this "Assignment"), is entered into by and among GAB Robins North America, Inc., a Delaware corporation (the "Assignor"), and Gallagher Bassett Services, Inc., a Delaware corporation (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 Assignee, amongst others (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest, as of the Closing, in and to certain assets, including the United States trademark registrations listed on Exhibit A hereto ("Trademarks"), the Internet domain names listed on Exhibit A hereto ("Domain Names") and the Intellectual Property included in the Purchased Assets and all goodwill associated with any trademarks, services marks or other similar indicators of source therein (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 purchases, acquires, and accepts from the Assignor, all of the Assignor's rights, title, and interest in and to the Transferred IP, together with all goodwill associated with any trademarks, services marks or other similar indicators of source therein, and all registrations, applications therefore 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 (to the extent such claims are included in the Purchased Assets), 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. Further Assistance with Respect to Domain Names. The Assignor agrees to release and transfer possession and control of the Domain Names to the Assignee by

initiating the transfer with the current registrar of each Domain Name and reasonably cooperating with the Assignee on all procedures and actions specified by each registrar to complete such transfer and completing any documents or forms that may be required by each registrar to complete such transfer, including, without limitation, executing said documents or forms in the presence of an authorized notary public (to the extent necessary) and delivering such documents or forms properly executed to the registrar (to the extent necessary), with copies to the Assignee.

Section 4. 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 5. 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 6. 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 7. Purchase Agreement Controls. Notwithstanding anything herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any Person under the Purchase Agreement.

Section 8. 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 9. 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 10. 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: Edward G. Troy

Title: President & CEO

Assignee:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

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:

Assignee:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Name:

Title:

[Handwritten Signature]
Joe C. Tiner
VP

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

EXHIBIT A

Transferred IP

Trademarks:

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg Date (App. Date)	Record Owner	Status
United States	ACIS	2,587,168 (75/863,023)	7/2/2002 (12/2/1999)	GAB Robins North America, Inc.	Registered
United States	CLIENTELLIGENT	2,562,363 (75/919,238)	4/16/2002 (2/15/2000)	GAB Robins North America, Inc.	Registered
United States	MEDINSIGHTS	2,314,014 (75/595,873)	2/1/2000 (11/25/1998)	GAB Robins North America, Inc.	Registered

Domain Names:

Domain Name	Account Holder
medinsights.com	GAB Robins NA, Inc.
employeeedge.com	GAB Robins NA, Inc.
eyeadvisor.com	GAB Robins NA, Inc.
eyeadvisor.us	GAB Robins NA, Inc.
myeyeadvisor.com	GAB Robins NA, Inc.
clientelligent.com	GAB Robins NA, Inc.
medicaresecondarypayor.biz	GAB Robins NA, Inc.
medicaresecondarypayor.com	GAB Robins NA, Inc.
medicaresecondarypayor.info	GAB Robins NA, Inc.
medicaresecondarypayor.net	GAB Robins NA, Inc.
medicaresecondarypayor.org	GAB Robins NA, Inc.
medicaresecondarypayor.us	GAB Robins NA, Inc.