

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kemper Company		09/21/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Thomas Kemper Acquisition Co., Inc.		
Street Address:	6500 River Place Boulevard		
Internal Address:	Building 1, Suite 450		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1729709	THOMAS KEMPER	
CORRESPONDENCE DATA			
Fax Number:	(254)754-6331		
Phone:	(254) 755-4100		
Email:	powell@namanhowell.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:	John A. "Andy" Powell		
Address Line 1:	P.O. Box 1470		
Address Line 4:	Waco, TEXAS 76703-1470		
ATTORNEY DOCKET NUMBER:	15442-5		
NAME OF SUBMITTER:	John A. Powell		
Signature:	/John A. Powell/		

Date:

01/13/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on September 21, 2011 by The Kemper Company, an Oregon corporation with a principal address of 2750 NW 31st Avenue, Portland, Oregon 97210 ("Assignor"), in favor of Thomas Kemper Acquisition Co., Inc., a Texas corporation with a principal address of 6500 River Place Boulevard, Building I, Suite 450, Austin, Texas 78730 ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of September 21, 2011 (the "Purchase Agreement"), between Assignor and Assignee.

WHEREAS, Assignor is the owner of the trademarks and trademark applications listed on attached Exhibit A (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of the Trademarks.

2. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the parties' rights and interests with respect to the Trademarks.

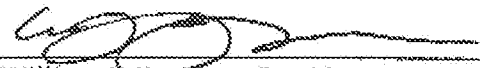
[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly authorized and executed as of the date hereof.

ASSIGNOR:

The Kemper Company

By:


  
William J. Germano, President

TRADEMARK

REEL: 004698 FRAME: 0450

EXHIBIT A

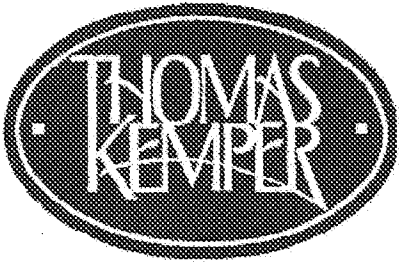
REGISTERED U.S. TRADEMARKS:

Trademark	Registration No.
THOMAS KEMPER	1729709
	2959673

U.S. TRADEMARK APPLICATIONS:

Trademark	Serial No.
Island Splash	85106878
Naturally Diet	85109950

REGISTERED CANADIAN TRADEMARKS

Mark	Registration No.
	TMA471106
THOMAS KEMPER	No. TMA471109

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