

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
Group Benefits Agency, Inc.		01/20/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	AssuredPartners Capital, Inc.		
Street Address:	200 Colonial Center Parkway		
Internal Address:	Suite 150		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3028413	GBA GROUP BENEFITS AGENCY, INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.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:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-00057		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 3028413

900212649

TRADEMARK
REEL: 004701 FRAME: 0930

Date:

01/20/2012

Total Attachments: 4

source=TM Assignment (GBA to APC)#page1.tif

source=TM Assignment (GBA to APC)#page2.tif

source=TM Assignment (GBA to APC)#page3.tif

source=TM Assignment (GBA to APC)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 20, 2012 ("Effective Date") by and between **Group Benefits Agency, Inc.**, an Ohio corporation, with its office located at 1340 Depot Street, Suite 300 Cleveland, Ohio 44116-1799 ("Assignor"), and **AssuredPartners Capital, Inc.**, a Delaware corporation, with its office located at c/o AssuredPartners, Inc., 200 Colonial Center Parkway, Suite 150, Lake Mary, Florida 32746 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated January 20, 2012 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, **United States trademark registration no. 3,028,413** together with the goodwill of the business associated therewith (the "Mark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this

Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

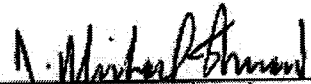
* * * * *

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

GROUP BENEFITS AGENCY, INC.

By: 
Name: D. Michael Sherman
Its: CEO

Assignee:

ASSURED PARTNERS CAPITAL, INC.

By: _____
Name: _____
Its: _____

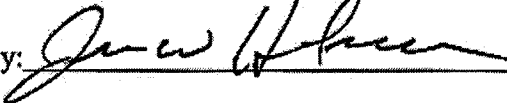
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Group Benefits Agency, Inc.

Name: _____

Title: _____

ASSURED PARTNERS CAPITAL, INC.

By:  _____

Name: Jim W. Henderson

Title: Chief Executive Officer