

## 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
Name Rally, Inc.		04/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sammons Retirement Solutions, Inc.		
Street Address:	4546 Corporate Drive, Suite 100		
City:	West Des Moines		
State/Country:	IOWA		
Postal Code:	50266		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3453872	LIVE WELL PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	6027343750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(602) 262-5311		
Email:	TRADEMARKS@LRLAW.COM		
Correspondent Name:	Sean D. Garrison		
Address Line 1:	Lewis and Roca LLP		
Address Line 2:	40 North Central Avenue, Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	52949-3		
NAME OF SUBMITTER:	Sean Garrison		
Signature:	/Sean Garrison/		
Date:	05/18/2012		
Total Attachments: 1 source=Livewell Program assignment to SRSI#page1.tif			

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**TRADEMARK ASSIGNMENT**

Name Rally, Inc., a Delaware corporation, with its principal place of business at 3520 Overland Avenue, Suite A161, Los Angeles, CA 90034 ("Assignor"), has acquired the federally registered trademark LIVE WELL Program (U.S. Reg. No. 3453872), and all good will associated therewith (the "Trademark"), from Crossmark Financial, a California corporation.

Assignor acquired the Trademark as agent for and on behalf of Sammons Retirement Solutions, Inc., a Delaware corporation with its principal place of business located at 4546 Corporate Drive, Suite 100 West Des Moines, IA 50266 ("SRSI"). SRSI now wishes to acquire ownership of all rights in the Trademark along with all federal registrations and associated goodwill.

NOW THEREFORE, for good and valuable consideration, including without limitation the compensation paid for Assignor's acquisition services and the funds provided to Assignor to acquire the Trademark, the receipt and sufficiency of which is hereby acknowledged:


1. Assignor hereby assigns to SRSI any and all statutory and common law right, title and interest in and to the Trademark, together with the goodwill of the business and U.S. Registration No. 3453872 associated therewith. Assignor further assigns to SRSI all causes of action and related remedies arising out of or related to past, present or future infringement or misappropriation of the Trademark.

2. Assignor represents and warrants that it has validly acquired and legally owns the Trademark and all associated goodwill; that it has the exclusive right to enter into this Trademark Assignment and transfer ownership of the Trademark to SRSI; and that it has not sold, conveyed, assigned, licensed or otherwise transferred or disposed of the Trademark or any rights associated therewith to any third party.

3. Each party agrees that it shall execute any and all further or additional instruments as necessary in order to carry out the terms and purposes of this Agreement, including providing documentation of this Agreement to the U.S. Patent and Trademark Office.

4. This Trademark Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

EFFECTIVE as of April 16, 2012.

Name Rally, Inc., a Delaware corporation	Sammons Retirement Solutions, Inc., a Delaware corporation
By: <u></u>	By: <u>William Lowe</u>
Title: <u>PRESIDENT</u>	Its: <u>President</u>

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