

## 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
	Loan Protector General Agency, Inc		12/12/2006
			Entity Type
			CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Hilb Rogal & Hobbs of Ohio, LLC		
Street Address:	4951 Lake Brook Drive		
Internal Address:	Suite 500		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3165150	LOAN PROTECTOR INSURANCE SERVICES
CORRESPONDENCE DATA			
Fax Number:	8669558685		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-239-0419		
Email:	trademark@edwardswildman.com, kdonahue@edwardswildman.com		
Correspondent Name:	Patrick J. Concannon		
Address Line 1:	Edwards Wildman Palmer LLP		
Address Line 2:	FDR Station, P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150-0130		
ATTORNEY DOCKET NUMBER:	53280-90535		
NAME OF SUBMITTER:	Patrick J. Concannon		

CH \$40.00 3165150

Signature:	/PJC/
Date:	01/14/2013
<b>Total Attachments: 12</b> source=Loan Protector General Agency Assignment to Hilb Regal#page1.tif source=Loan Protector General Agency Assignment to Hilb Regal#page2.tif source=Loan Protector General Agency Assignment to Hilb Regal#page3.tif source=Loan Protector General Agency Assignment to Hilb Regal#page4.tif source=Loan Protector General Agency Assignment to Hilb Regal#page5.tif source=Loan Protector General Agency Assignment to Hilb Regal#page6.tif source=Loan Protector General Agency Assignment to Hilb Regal#page7.tif source=Loan Protector General Agency Assignment to Hilb Regal#page8.tif source=Loan Protector General Agency Assignment to Hilb Regal#page9.tif source=Loan Protector General Agency Assignment to Hilb Regal#page10.tif source=Loan Protector General Agency Assignment to Hilb Regal#page11.tif source=Loan Protector General Agency Assignment to Hilb Regal#page12.tif	

**EXECUTION VERSION**

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into on December 12, 2006, by and among HILB ROGAL & HOBBS OF OHIO, LLC, an Ohio limited liability company ("Buyer"), HILB ROGAL & HOBBS COMPANY, a Virginia corporation ("HRH"), LOAN PROTECTOR GENERAL AGENCY, INC., an Ohio corporation ("LPGA"), LOAN PROTECTOR TRACKING SERVICES, INC. an Ohio corporation ("LPTS") (LPGA and LPTS shall be referred to herein collectively as "Seller") and THE SHAREHOLDERS OF SELLER WHOSE NAMES ARE SET FORTH ON THE SIGNATURE PAGES HERETO (each of whom individually shall be referred to as an "Owner" and collectively as the "Owners"). Steven Wisner shall join in this Agreement for purposes of Section 3.1(c) and Section 6.11.

**WITNESSETH**

WHEREAS, LPGA and LPTS are engaged in the business of providing customized insurance tracking programs and lender placed (force-placed) insurance products to the mortgage industry;

WHEREAS, the Owners collectively own all of the stock of Seller;

WHEREAS, HRH is a holding company that owns and operates insurance agency, brokerage and risk management consulting businesses throughout the United States and in London, England through its network of subsidiaries;

WHEREAS, Seller and the Owners desire that Seller sell substantially all of Seller's assets to Buyer under the terms and conditions hereinafter provided; and

WHEREAS, HRH desires that Buyer, a wholly owned subsidiary of HRH, purchase substantially all of Seller's assets under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, the parties hereto, intending to be legally bound, agree that the terms and conditions of this transaction and the mode of carrying the same into effect shall be as follows:

**ARTICLE I  
DEFINITIONS**

1.1 DEFINITIONS. As used herein, the following terms have the following meanings:

"ACCOUNTANTS" has the meaning set forth in Section 3.2(a)(iii).

“ACTION” means any action, suit, claim, investigation or proceeding (whether legal, administrative or arbitrative).

“ADJUSTED CANCEL RESERVE” has the meaning set forth in Section 3.2(a)(v).

“ADJUSTMENT PAYMENT” has the meaning set forth in Section 3.2(a)(v).

“AFFILIATE,” with respect to any Person, means a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, whether through the ownership of voting securities, by contract or otherwise.

“AFFILIATE MATTERS” has the meaning set forth in Section 4.24.

“AGENCY PROFIT” has the meaning set forth in Section 3.2(a).

“AGREEMENT” has the meaning set forth in the introductory paragraph hereof.

“ALLOCATION SCHEDULE” has the meaning set forth in Section 3.4.

“ARBITRATOR” has the meaning set forth in Section 3.3(a).

“ASSETS” has the meaning set forth in Section 2.1.

“ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE AND CONSENT OF LANDLORD” has the meaning set forth in Section 9.2(c).

“ASSIGNMENT OF SUB-LEASE” has the meaning set forth in Section 9.2(d).

“ASSUMED LIABILITIES” has the meaning set forth in Section 2.3(a).

“AUTHORITY” means any federal, state, local or foreign governmental, judicial or regulatory agency, entity or authority.

“BUSINESS” means the (i) insurance agency, brokerage and risk management consulting business and (ii) the business of providing customized insurance tracking programs and lender placed (force-placed) insurance products to the mortgage industry.

“BUYER” has the meaning set forth in the introductory paragraph hereof.

“BUYER INDEMNIFIED PARTY” has the meaning set forth in Section 10.1.

“CLEVELAND DIVISION” means the separate profit center division of Buyer in which Buyer conducts the business that was formerly owned and operated by Seller.

“CLOSING” has the meaning set forth in Section 9.1.

“CLOSING BALANCE SHEET” has the meaning set forth in Section 3.3(a).

“CLOSING DATE” has the meaning set forth in Section 9.1.

“CLOSING DATE ACCOUNTS RECEIVABLE” has the meaning set forth in Section 6.17.

“CODE” means the Internal Revenue Code of 1986, as amended.

“CONTRACT” means any contract, agreement, license, lease, sublease, arrangement or commitment, whether written or oral.

“DIRECT CLAIM” has the meaning set forth in Section 10.4.

“DISPUTED YEAR” has the meaning set forth in Section 3.2(a)(v).

“EFFECTIVE DATE” has the meaning set forth in Section 9.1.

“EMPLOYEE PLANS” has the meaning set forth in Section 4.23.

“EMPLOYEES” means the employees of the Loan Protector Group.

“EMPLOYMENT AGREEMENTS” has the meaning set forth in Section 7.11.

“ENCUMBRANCE” means any and all mortgages, liens, pledges, security interests, easements, restrictions, conditions, covenants, leases, encroachments, reservations, encumbrances, adverse claims, other defects in title of any nature whatsoever, agreements for or having the effect of any of the foregoing, options or rights of first offer or first refusal, or interests of vendors or lessors under conditional sale Contracts.

“ENVIRONMENTAL LAWS” means, collectively, the following Laws: (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 ET SEQ. (“CERCLA”), (b) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1802 ET SEQ., (c) the Resources Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 ET SEQ., (d) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. Section 2601 ET SEQ., (e) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 ET SEQ., (f) the Clean Air Act, 42 U.S.C. Section 7401 ET SEQ., (g) the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613, (h) the National Environmental Policy Act of 1969, 42 U.S.C. Section 4321, (i) the Safe Drinking Water Act, 42 U.S.C. Sections 300F, ET SEQ., (j) all regulations promulgated in connection with any of the foregoing, (k) Environmental Protection Agency regulations pertaining to Asbestos (including 40 C.F.R. Part 61, Subpart M), (l) occupational Safety and Health Administration regulations pertaining to Asbestos (including 29 C.F.R. Sections 1910.1001 and

1926.58), and (l) any and all other federal, state, local, foreign or other Laws relating to toxic or hazardous substances, now existing or hereafter promulgated.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“EXCLUDED ASSETS” has the meaning set forth in Section 2.2.

“EXCLUDED CONTRACTS” has the meaning set forth in Section 2.1(e)

“EXCLUDED LIABILITIES” has the meaning set forth in Section 2.3.

“GAAP” means the accounting principles and policies adopted from time to time by the American Institute of Certified Public Accountants.

“HARDWARE AND SOFTWARE MAINTENANCE AND DEVELOPMENT AGREEMENT” has the meaning set forth in Section 7.13.

“HRH” has the meaning set forth in the introductory paragraph hereof.

“HRH GAAP” means the accounting principles and policies adopted from time to time by HRH and detailed on Schedule 1.1(a).

“HRH’S DEFERRED OBLIGATIONS” has the meaning set forth in Section 3.1(b).

“LAW” means any federal, state, local, foreign or other law, statute, rule, regulation, requirement, ordinance, code, order, judgment or legally binding policy or guideline.

“LIABILITY” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

“LOAN PROTECTOR GROUP” means Seller and all of its Subsidiaries.

“LOSSES” has the meaning set forth in Section 10.4.

“MANAGEMENT INCENTIVE AGREEMENT” has the meaning set forth in Section 8.7.

“MEMBER OF THE LOAN PROTECTOR GROUP” means Seller or any Subsidiary thereof.

“NON-PIRACY AND NON-DISCLOSURE AGREEMENTS” has the meaning set forth in Section 7.11.

“OWNER” and “OWNERS” each has the meaning set forth in the introductory paragraph hereof.

“PERSON” means an individual, partnership (general or limited), corporation, limited liability company, association or other form of business organization, trust, estate or any other entity.

“PERMITS” means all permits, licenses, qualifications, consents, orders, waivers or other authorizations used in, necessary for, relating to or arising from the conduct of the Business or the ownership of any of the Assets.

“PROFIT STATEMENTS” has the meaning set forth in Section 3.2(a)(ii).

“PURCHASE PRICE” has the meaning set forth in Section 3.1(a).

“SELLER” has the meaning set forth in the introductory paragraph hereof.

“SEPTEMBER FINANCIAL STATEMENTS” means the unaudited balance sheets of the Loan Protector Group as of September 30, 2006 and September 30, 2005, and the related statements of income, stockholders’ equity and cash flows for the periods then ended, which have been previously delivered to Buyer and which are included in Schedule 1.1(b). The balance sheet at September 30, 2006 of the Loan Protector Group shall be referred to as the “SEPTEMBER BALANCE SHEET.”

“STRATEGIC PARTNERSHIP AGREEMENT” has the meaning set forth in Section 7.13(a).

“SUBSIDIARY,” when used with respect to any Person, means any entity, whether or not incorporated, of which such Person holds, directly or indirectly, more than 50% of the securities or interests.

“TANGIBLE NET ASSETS” means the remainder when intangible assets and fixed assets are subtracted from stockholders’ equity as shown on the final Closing Balance Sheet. In order to be considered as a Tangible Net Asset, (i) Related party receivables and notes must be repaid or cleared and (ii) any automobile owned (or leased) by any Member of the Loan Protector Group shall be sold (or the related lease terminated) prior to the Effective Date.

“TANGIBLE NET ASSET REQUIREMENT” means \$0.

“TAX RETURNS” means all U.S. federal, state and local, and foreign Tax returns, declarations, statements, reports, schedules, forms, and information returns and any amended Tax Returns relating to Taxes.

“TAXES” means all U.S. federal, state and local, and foreign taxes, and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to tax or penalties applicable thereto.

“UNAUDITED FINANCIAL STATEMENTS” means the unaudited balance sheets of the Loan Protector Group as of December 31, 2005 and 2004, and the related statements of income, stockholders’ equity and cash flows for the years then ended, together with the accountants’ compiled report without disclosures with respect to LPTS and reviewed report with respect to LPGA prepared by Drew K. Kate Co., Inc., which has been previously delivered to Buyer and which are included as Schedule 1.1(c).

“VERIFIED CANCEL RESERVE” has the meaning set forth in Section 3.2(a)(v).

“YEAR 1” means the period beginning on the Effective Date and ending one year thereafter. If the Closing occurs on January 1, 2007, then Year 1 shall be the period January 1, 2007 through December 31, 2007;

“YEAR 2” means the period beginning one year after the Effective Date and ending one year thereafter. If the Closing occurs on January 1, 2007, then Year 2 shall be the period January 1, 2008 through December 31, 2008; and

“YEAR 3” means the period beginning two years after the Effective Date and ending one year thereafter. If the Closing occurs on January 1, 2007, then Year 3 shall be the period January 1, 2009 through December 31, 2009.

## ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 PURCHASE AND SALE. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller all of the rights, title and interests of Seller in and to all of the assets, properties and rights, whether tangible or intangible, real, personal or mixed, and wherever located, used in, necessary for, relating to or arising from the conduct of the Business or otherwise owned by Seller other than the Excluded Assets (collectively, the “ASSETS”), including, without limitation, the following:

- (a) an amount of cash necessary to satisfy the Tangible Net Asset Requirement;
- (b) all accounts receivable arising from the Business;
- (c) the prepaid expenses listed on Schedule 2.1(c);
- (d) all furnishings, furniture, fixtures, trade fixtures, equipment, machinery, tools and other fixed assets, including but not limited to the items listed on Schedule 2.1(d);



(e) all rights under (1) the Contracts set forth on Schedule 2.1(e)(1), (2) Contracts with any employees and independent contractors of any Member of the Loan Protector Group concerning non-competition, non-solicitation or confidentiality matters, (3) the real property leases set forth on Schedule 2.1(e)(1), (4) all Contracts with insurance companies for which a Member of the Loan Protector Group acts as agent and all contingency, override and profit sharing agreements and arrangements with insurance companies, including but not limited to the Contracts listed on Schedule 2.1(e)(1) and (5) all other Contracts to the extent used in, necessary for, related to or arising from the Business or the Assets and to the extent entered into in the ordinary course of Business and which remain unperformed, unfulfilled on, or continue by their terms after the Closing (collectively, the "ASSIGNED CONTRACTS"), in each case other than the Contracts listed on Schedule 2.1(e)(2) (collectively, the "EXCLUDED CONTRACTS") provided, however, notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contracts or any claim or any right or benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the rights of Buyer hereunder; Seller and each Owner shall use their reasonable best efforts to obtain the consent of the other party to any of the foregoing to the assignment thereof to Buyer in all cases in which such consent is required for assignment or transfer, and if such consent is not obtained, Seller and each Owner agree to cooperate with Buyer in any reasonable and lawful arrangement designed to provide for Buyer the benefits thereunder for their respective terms, including, but not limited to, having: (a) Buyer act as agent for Seller; and (b) Seller enforcing for the benefit of Buyer any and all rights of Seller against the other party thereto arising out of the cancellation by such other party or otherwise;

(f) all Permits used by a Member of the Loan Protector Group or necessary in connection with the conduct of the Business as presently being conducted, to the extent assignable, including, without limitation, all Permits listed on Schedule 2.1(f) attached hereto;

(g) all restrictive covenants, if any, in favor of any Member of the Loan Protector Group applicable to the Business;

(h) all computer programs used in the Business (including any licenses to such items licensed by a Member of the Loan Protector Group);

(i) all logs, client lists, books of insurance business, expiration lists, customer and supplier lists, customer relationships, business and financial records and files (other than original corporate records, stock registers and minute books), employee files, data and books of account, payroll, personnel and medical records, whether printed or computerized;

(j) to the extent permitted by HRH GAAP, all rights to future fees and commissions with respect to insurance policies placed on or prior to the Closing;

(k) all broker of record rights, rights to renew and related intangible rights and goodwill of the Business;

(l) the general intangibles of the Business, including techniques, processes and know-how that are used in the operation of the Business, telephone numbers, facsimile numbers and internet addresses, company names including, without limitation, the names "Loan Protector General Agency," "Loan Protector Tracking Services," "loanprotector.com" or any derivative thereof or name similar thereto, and any trade names related thereto;

(m) all advertising and marketing materials and supplier information used in or related to the Business;

(n) all rights, causes of action, rights of recovery, set off and claims, counterclaims, credits, rights and interests, rights to indemnification or similar rights, known or unknown, matured or unmatured, assumed or contingent, against third parties related to or arising from the Business, the Assets or the Assumed Liabilities;

(o) all security deposits; and

(p) all other tangible and intangible assets, wherever located, that are used in, necessary for, relate to or arise from the Business and are not Excluded Assets.

2.2 EXCLUDED ASSETS. Notwithstanding the foregoing, the assets listed on Schedule 2.2 (the "EXCLUDED ASSETS") to the extent that, but for this sentence, they would constitute Assets and any other assets of the Loan Protector Group not used in, or necessary for the operation of, the Business, shall not be included in the Assets and shall be retained by Seller.

2.3 ASSUMED LIABILITIES; EXCLUDED LIABILITIES. Upon the sale and purchase of the Assets, Buyer hereby agrees to assume and pay or discharge when due in accordance with their respective terms:

(a) the obligations of the Members of the Loan Protector Group under all Assigned Contracts set forth on Schedule 2.1(e)(1) for the period following the Effective Date with respect to obligations arising under the terms of such Assigned Contracts from and after the Effective Date;

(b) the accounts and trade payables of the Business listed on Schedule 2.3(b) and those accounts payable of the Business for the period following the Effective Date with respect to obligations arising after the Effective Date; and

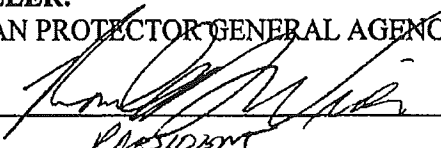
(c) the Liabilities listed on Schedule 2.3(c).

Provided, however, that except for the Liabilities assumed by Buyer pursuant to this Section 2.3, Buyer and HRH shall not assume and shall not pay any other Liabilities of any Members of the Loan Protector Group, of any nature whatsoever, including, without limitation, any of the following:

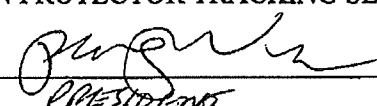
WITNESS the following signatures as of the date first above written.

**SELLER:**

LOAN PROTECTOR GENERAL AGENCY, INC.

By   
Its PRESIDENT

LOAN PROTECTOR TRACKING SERVICES, INC.

By   
Its PRESIDENT

**BUYER:**

HILB ROGAL & HOBBS OF OHIO, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

**HRH:**

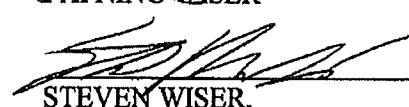
HILB ROGAL & HOBBS COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

**OWNERS:**

  
RONALD F. WISER

  
FAIN NING WISER

  
STEVEN WISER,  
TRUSTEE OF THE WISER TRUST FOR THE  
BENEFIT OF STEVEN WISER U/T/A  
DECEMBER 31, 2003

**STEVEN WISER:**

  
STEVEN WISER

1349853v15

WITNESS the following signatures as of the date first above written.

**SELLER:**

LOAN PROTECTOR GENERAL AGENCY, INC.


By \_\_\_\_\_  
Its \_\_\_\_\_

LOAN PROTECTOR TRACKING SERVICES, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

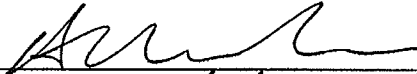
**BUYER:**

HILB ROGAL & HOBBS OF OHIO, LLC

By  \_\_\_\_\_  
Its Asst Secretary \_\_\_\_\_

**HRH:**

HILB ROGAL & HOBBS COMPANY

By  \_\_\_\_\_  
Its Vice President & General Counsel \_\_\_\_\_

**OWNERS:**

\_\_\_\_\_  
RONALD F. WISER

\_\_\_\_\_  
PAI NING WISER

\_\_\_\_\_  
STEVEN WISER,  
TRUSTEE OF THE WISER TRUST FOR THE  
BENEFIT OF STEVEN WISER U/T/A  
DECEMBER 31, 2003

**STEVEN WISER:**

\_\_\_\_\_  
STEVEN WISER

1343853v15

Schedule 2.2  
Excluded Assets

2004 Ford Expedition  
Stone bear statue  
3 shelf lawyers cabinet in Ron Wiser's office and contents  
Spanish bullfighting framed poster  
Framed Mid-Ohio aerial photo in Ron Wiser's office  
Italian Family Oil Paintings (2)  
Porsche chairs (2)  
Charles Schwab Brokerage account  
Ron Wiser's Dell Laptop – however, the software and Loan Protector information is not excluded  
Pai-Ning Wiser's Dell Laptop – however, the software and Loan Protector information is not excluded  
Ron's Dell Dimension 4600 Computer – however, the software and Loan Protector information is not excluded  
Employees' personal property in their work areas  
Life Insurance policies on Ron Wiser and Steve Wiser  
Documents relating to Wiser Real Estate which are stored at Loan Protector  
First Merit Money Market Account [REDACTED] used by Loan Protector Tracking Services, Inc. to receive proceeds from sale  
Charles Schwab Account [REDACTED] used by Loan Protector General Agency, Inc. to receive proceeds from sale

Schedule 4.13(a)  
Intellectual Property

Loan Protector General Agency, Inc logo service mark (approved)  
EasyTrack service mark (approved)  
EasyData service mark (approved)  
EasyNOR service mark (approved)  
EasyPlace service mark (approved)  
Loan Protector – colors & logo (approved)  
Loan Protector Insurance Services – registered with Ohio Secretary of state as a fictitious name  
[www.loanprotector.com](http://www.loanprotector.com)  
[www.checkmyinsurance.com](http://www.checkmyinsurance.com)