

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
Summit America Insurance Services, L.C.		09/30/2010	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	SA Insurance Services, Inc.		
Street Address:	7400 College Blvd., Suite 100		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2477404	COACHES' CHOICE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	23783-1 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH \$40.00 2477404

Date:

03/01/2013

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made as of September 30, 2010 (the "Effective Date") between Summit America Insurance Services, L.C., a Kansas limited liability company ("SAIS"), Summit America Claims Administrators, LLC, a Kansas limited liability company ("SACA" and together with SAIS, the "Assignor"), and SA Insurance Services, Inc., a Delaware corporation ("Assignee"). Any capitalized terms used but not defined herein have the respective meanings set forth in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to Section 2.4(b)(ii) of the Purchase Agreement, Assignor desires to assign to Assignee all of its right, title, and interest in and to all intellectual property in connection with the Business.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this IP Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grants and Assignments.

a. Trademark Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the COACHES' CHOICE trademark registration (Reg. No. 2477404), any and all common law rights in the trademark COACHES' CHOICE, any and all logos or drawings associated with COACHES' CHOICE, any name containing COACHES' CHOICE, or any colorable derivative thereof (collectively, the "Marks") together with all of the goodwill of Assignor's business connected with the use of and symbolized by the Marks, and any and all claims for damages by reason of past infringement of the Marks together with the rights to sue and collect damages therefor. Assignor also hereby assigns and transfers to Assignee and its representatives, successors and assigns Assignor's entire right, title and interest in and to any and all U.S. or foreign applications arising out of the Marks, including all rights under any and all international conventions and treaties respecting the Marks in foreign countries. Assignor further authorizes Assignee to apply for protection of the Marks in the U.S. or in foreign countries directly in Assignee's own name, and to claim priority of the Marks.

b. Domain Name Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee including all common law rights in and to domain names: Summitamerica-ins.com and Summitclients.com (collectively, the "Domain Names"). Assignor agrees to execute, deliver and file with any registrars such documents necessary to complete the transfer of the Domain Names.

c. Copyright Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to any copyrights developed in connection with the Business (the "Works") including, without limitation, promotional materials, business plans, computer software, programs, databases, web content and links, artwork, logos, layouts, textual matter, copyrightable material found at the Domain Names, other copyrightable material, and derivative works thereof and any and all claims for damages by reason of past infringement of the Works together with the rights to sue and collect damages therefor.

d. General Intellectual Property Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to any additional intellectual property rights developed in connection with the Business including, without limitation, any trade names, trade secrets, inventions, processes, methods, business methods, formulas, articles, compositions, devices, products, tools, machines, apparatuses, systems, designs, drawings, as well as any improvements thereto and know-how related thereto.

2. Representations and Warranties of the Parties. Each party hereby warrants that (i) it has full power and authority to enter into and perform its obligations under this IP Assignment in accordance with its terms, and (ii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this IP Assignment.

3. Further Assurances. Each party shall, without additional consideration, take such further actions and execute promptly such further documents as are reasonably requested by the other party to effect and record the assignment and transfer of the Marks, the Works, the Domain Names and other intellectual property contemplated hereby.

4. No Challenge. Assignor agrees not to challenge, assist or cooperate with any third party challenging, or take any position contrary to or inconsistent with Assignee's sole and exclusive right in and to the Marks, the Domain Names, the Works or any additional assigned intellectual property.

5. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, if necessary, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this IP Assignment.

6. Counterparts. This IP Assignment may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature page follows]

IN WITNESS WHEREOF, this IP Assignment has been executed as of the day and year first written above.

ASSIGNOR:

Summit America Insurance Services, I.C.

By: TFW

Name: Thomas F. Wilson, Jr.

Title: President

Summit America Claims Administrators, LLC

By: TFW

Name: Thomas F. Wilson, Jr.

Title: President

ASSIGNEE:

SA Insurance Services, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this IP Assignment has been executed as of the day and year first written above.

ASSIGNOR:

Summit America Insurance Services, L.C.

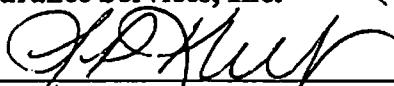
By: _____
Name: Thomas F. Wilson, Jr.
Title: _____

Summit America Claims Administrators, LLC

By: _____
Name: Thomas F. Wilson, Jr.
Title: _____

ASSIGNEE:

SA Insurance Services, Inc.

By:  _____
Name: Leonard P. Kline, Jr.
Title: President and CEO