

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
HealthPlan Services, Inc.		05/01/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Zenith American Solutions, Inc.		
Street Address:	3501 FRONTAGE RD		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85754852	ZENITH AMERICAN SOLUTIONS	
Registration Number:	4266690	ZENITH AMERICAN SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8132721401		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8132721400		
Email:	dadams@sponslerbennett.com		
Correspondent Name:	David W. Adams		
Address Line 1:	P.O. Box 3300		
Address Line 4:	Tampa, FLORIDA 33601		
ATTORNEY DOCKET NUMBER:	2011-0904		
NAME OF SUBMITTER:	David W. Adams		
Signature:	/David W. Adams/		

Date:

05/02/2013

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT AGREEMENT (the "Agreement"), effective as of the 1st day of May, 2013, by and between HealthPlan Services, Inc., a Florida Corporation (hereinafter the "Assignor"), and Zenith American Solutions, Inc., a Maryland Corporation (hereinafter the "Company" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of the ZENITH AMERICAN SOLUTIONS trademarks, (the "Marks") as further described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill symbolized thereby; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Company all of its right, title, and interest in and to the Marks; and

WHEREAS, Company desires to accept all rights, title and interest to the Marks;

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT:

1. **Recitals and Exhibits**. The foregoing recitals and any exhibits to this Agreement are true and correct and are incorporated herein by this reference.

2. **Transfer of Trademarks**. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to the Company all of Assignor's right, title, interest and goodwill in and to the Marks, in perpetuity (or for the longest period of time otherwise permitted by law), including but not limited to all trademark rights whether statutory or common law.

3. **Registration Fees**. The registration for the change of the registered owner of the Trademarks shall be undertaken by the Company and the Company shall bear the registration fees incurred hereby. Assignor agrees that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Company full right, title, and interest in the Marks, including but not limited filing all required documents with the United States Patent and Trademark Office ("USPTO").

4. **Assignor Representations and Warranties** The Assignor hereby represents and warrants as follows:

a. The Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.

b. The Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to

execute and perform this Agreement, which shall not conflict with any enforceable and effective laws or contracts.

c. Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

d. The Assignor will not engage in any action that will be detrimental to the validity of the Marks after the completion of the assignment.

5. Company Representations and Warranties. The Company hereby represents and warrants as follows:

a. The Company, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

b. Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

6. Governing Law. This Agreement will be deemed to have been made, entered into, finally executed, and delivered in the state of Florida (which execution and delivery are acknowledged by the parties to this Agreement) and all rights and duties and defined by the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof. The parties hereby expressly agree and submit to the exclusive jurisdiction of both state and federal courts of Florida lying in Hillsborough County, Florida.

7. Entire Agreement. This Agreement (including Schedules hereto) contains the entire and sole understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof, and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

8. Parties Bound by Agreement; Successors and Assigns. The terms, conditions, and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns thereof.

9. Further Assurances. From time to time, at the request of the Company and without further consideration, the Assignor shall execute and deliver such further instruments of conveyance, transfer and assignment and take such other actions as the Company may reasonably require to more effectively assign the Marks to the Company. The Parties shall also execute and deliver to the appropriate other party such other instruments as may be reasonably required in connection with the performance this Agreement, and each shall take all such further actions as may be reasonably required to carry out the assignment contemplated by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Assignment to be duly executed and delivered as of the date and year first above written.

ASSIGNOR:

HEALTHPLAN SERVICES, INC.
A Florida corporation

By: _____

Printed name: Jeff Bak

Title: President & CEO

COMPANY:

ZENITH AMERICAN SOLUTIONS, INC.
A Maryland corporation

By: _____

Printed name: Jeff Bak

Title: Executive Vice President

SCHEDULE A

TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE
ZENITH AMERICAN SOLUTIONS (With Logo)	85754852		October 16, 2012	
ZENITH AMERICAN SOLUTIONS (Word mark)	85445761	4266690	October 12, 2011	January 1, 2013