

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
	Trion Group, Inc.		12/21/2010	CORPORATION: PENNSYLVANIA
	The Benefits Group, Inc.		12/21/2010	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA				
Name:	Marsh & McLennan Agency LLC			
Street Address:	2300 Renaissance Boulevard			
City:	King of Prussia			
State/Country:	PENNSYLVANIA			
Postal Code:	19406			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2762045	TRION	
CORRESPONDENCE DATA				
Fax Number:	2159814750			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.981.4194			
Email:	kennedyp@pepperlaw.com, jensenc@pepperlaw.com, catalanot@pepperlaw.com			
Correspondent Name:	Paul J. Kennedy c/o Pepper Hamilton LLP			
Address Line 1:	3000 Two Logan Square			
Address Line 2:	18th and Arch Streets			
Address Line 4:	Philadelphia, PENNSYLVANIA 19103			
ATTORNEY DOCKET NUMBER:	120372.1			
NAME OF SUBMITTER:	Paul J. Kennedy			

OP \$40.00 2762045

Signature:	/Paul J. Kennedy/
Date:	09/09/2013
Total Attachments: 6 source=TRION assignment#page1.tif source=TRION assignment#page2.tif source=TRION assignment#page3.tif source=TRION assignment#page4.tif source=TRION assignment#page5.tif source=TRION assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated December 21, 2010, is entered into by and between Trion Group, Inc. a Pennsylvania corporation (“**Company**”), The Benefits Group, Inc., a North Carolina corporation (together with the Company, the “**Assignors**”) and Marsh & McLennan Agency LLC, a Delaware limited liability company (“**Assignee**”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of December 21, 2010, by and among Assignors, Assignee, the stockholders of the Company, Marsh & McLennan Companies, Inc., a Delaware corporation and David O. Oberkircher, as Stockholder Representative, Assignors have agreed to sell, convey, transfer, assign, and deliver to Assignee their entire right, title and interest in and to all of the Intellectual Property owned by Assignors, as well as Intellectual Property rights licensed to Assignors, including but not limited to the Intellectual Property set forth on Schedule 1 attached hereto (the “**Acquired Intellectual Property**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

COPYRIGHTS

1. Each Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest, in and to the Copyrights included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, including but not limited to renewal rights therein, the right to obtain registrations of such Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

TRADEMARKS

2. Each Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Trademarks included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, together with the goodwill of the business that is symbolized by such Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such Trademarks throughout the world, and the right to sue

and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

PATENTS

3. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Patents included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, including but not limited to rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

TRADE SECRETS

4. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the trade secrets of such Assignor, including, but not limited to the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

FURTHER UNDERTAKINGS

5. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or the Assignors' obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office.

GENERAL

6. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignors or Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions contained therein.

7. Assignment. This IP Assignment may be assigned by Assignee in accordance with Section 12.9 of the Purchase Agreement.

8. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York.

11. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

12. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 13.1 of the Purchase Agreement shall apply to this Agreement.

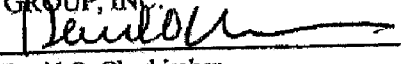
13. Counterparts; Execution by Facsimile. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

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IN WITNESS WHEREOF, each of the Parties have hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNORS:

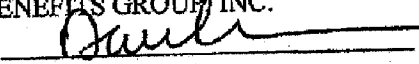
TRION GROUP, INC.

By: 

Name: David O. Oberkircher

Title: CEO

THE BENEFITS GROUP, INC.

By: 

Name: David O. Oberkircher

Title: CEO

[Signature page continues]

[Signature Page to IP Assignment Agreement]

ASSIGNEE:

MARSH & MCLENNAN AGENCY LLC

By: 

Print Name:

David L. Eslick

Title:

Chairman + CEO

[Signature Page to IP Assignment Agreement]

SCHEDULE 1

Copyrights

Trademarks

Trion

Patents

[Schedule 1 to Assignment & Assumption Agreement]