

## 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
Assura Group of NY, Ltd.		10/16/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Great American Insurance Company		
Street Address:	301 East Fourth Street		
Internal Address:	Tower 15S		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4167824	INCOMEASSURE	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-579-6942		
Email:	trademarks@kmlaw.com		
Correspondent Name:	Cheryl S. Scotney, Keathing Muething & K		
Address Line 1:	1 East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	GR3000-IP0001		
NAME OF SUBMITTER:	Cheryl S. Scotney		
Signature:	/Cheryl S. Scotney/		

OP \$40.00 4167824

Date:

11/21/2013

**Total Attachments: 5**

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**ASSET PURCHASE AGREEMENT**

*between*

**ASSURA GROUP OF NY, LTD., as Seller**

*and*

**GREAT AMERICAN INSURANCE COMPANY, as Buyer**

*dated as of*

*October 16th, 2013*

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of October 16th, 2013, is entered into between Assura Group of NY, Ltd., a New York corporation (“**Seller**”) and Great American Insurance Company, an Ohio corporation (“**Buyer**”).

### RECITALS

WHEREAS, the Seller has developed the IncomeAssure product (the “**Product**”) and is engaged in the business of marketing, distributing and selling, directly through its website and through distributors, the Product (the “**Business**”);

WHEREAS, the Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase from Seller, all of Seller’s rights, title and interest in and to the Business, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth in this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the following (collectively, the “**Purchased Assets**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”).

- (a) all of Seller’s rights, title and interest in and to the assets relating to the Product, including, but not limited to:
  - (i) all actuarial and consulting data relating to the Product and any other proposed or related insurance product;
  - (ii) the IncomeAssure website, all related website content, the IncomeAssure.com URL (<https://www.incomeassure.com>) and all other domains maintained by the Company relating to the Product; and
  - (iii) all Intellectual Property (as defined in Section 3.04(a)) of any kind owned or applied for by the Company relating to the Product or any other proposed or related insurance product.
- (b) all of the Seller’s rights, title and interest in and to the contracts listed on Schedule 1.01(b).

The assets set forth above in Section 1.01(a) are collectively referred to as the “**Purchased IP**” and are listed on Schedule 1.01(a). The assets set forth in Section 1.01(b) are collectively referred to as the “**Assigned Contracts**.”

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSURA GROUP OF NY, LTD., as Seller

By: Gregory R. Sawers  
Name: Gregory R. Sawers  
Title: CEO

GREAT AMERICAN INSURANCE COMPANY,  
as Buyer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSURA GROUP OF NY, LTD., as Seller

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREAT AMERICAN INSURANCE COMPANY,  
as Buyer

By: Michael E. Sullivan, Jr.

Name: Michael E. Sullivan, Jr.

Title: Senior Vice President

**Schedule 1.01 (a)**

**Purchased IP**

1. The registered IncomeAssure Trademark, Serial Number 85466806, Registration Number 4167824, including supporting documentation
2. Assura Group domains (list included)
3. Expired patent application for Publication Number US20090150190 A1, accessible at <http://portal.uspto.gov/pair/PublicPair> , as well as the entire prosecution file
4. All materials and correspondence relating to IRS Public Letter Rulings 201152005, 201201003, 201147014
5. IncomeAssure Standard Operating Procedures Manual and other training materials
6. State rate development spreadsheets
7. Rate modeling spreadsheets
8. Actuarial write-ups
9. Unemployment information - public articles and data
10. Marketing Presentations (training decks, producer decks, executive summaries, brochures, one- pagers, etc.)
11. Website materials (including FAQ)
12. Group Product Research
13. Surplus Lines Research
14. Market Penetration Modeling
15. All other assets or written or electronic files relating to the Product, Product administration, distribution of the Product or alternative unemployment product variants