

## 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
Singer Nelson Charlmers, Inc.		12/31/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	RSC Insurance Brokerage, Inc.		
Street Address:	160 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2584362	SINGER NELSON CHARLMERS	
Registration Number:	3123427	THE TOTAL PROTECTION PROGRAM	
Registration Number:	3099748	THE HEALTHPLAN OPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

Date:

12/31/2013

Total Attachments: 4

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment is made and entered into effective as of December 31, 2013 by and between Singer Nelson Charlmers, Inc., a New Jersey corporation (the "Assignor") and RSC Insurance Brokerage, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of certain intellectual property rights, including the trademarks listed on Schedule 1 attached hereto and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to herein as the "Trademarks"); and

WHEREAS, the Assignor desires to transfer, assign and set over unto Assignee all rights, title, and interest of the Assignor in and to the Trademarks.

NOW, THEREFORE, the Assignor does hereby assign, transfer and set over unto the Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the Trademarks including all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to any of the Trademarks. The Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts, as deemed reasonably necessary by the Assignee to perfect in the Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents, provided that all costs and expenses associated with the recordation of assignment documents shall be born equally by the Assignee and the Assignor.

This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

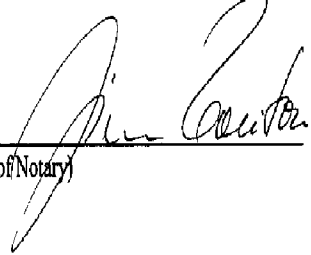
**ASSIGNOR:**

SINGER NELSON CHARLMERS, INC.

By:   
Name: David J. Singer  
Title: Chief Executive Officer

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF Bergen )

On this 27 day of December 2013, before me, the undersigned, a Notary Public in and for the State of New Jersey, duly commissioned and sworn, personally appeared David J. Singer, to me known to be the Chief Executive Officer of Singer Nelson Charlmers, Inc., the company that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of New Jersey,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**GISELE TOUTOU**  
Notary Public of New Jersey  
My Commission Expires 03/22/17

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

**ASSIGNEE:**

RSC INSURANCE BROKERAGE, INC.

By: [Signature]  
Name: John Vaglica  
Title: CFO

COMMONWEALTH OF MASSACHUSETTS     )  
   ) ss.  
COUNTY OF SUFFOLK                                )

On this 27<sup>th</sup> day of December, 2013, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared John Vaglica, to me known to be the CFO of RSC Insurance Brokerage, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

[Signature]  
(Signature of Notary)

Rachel N. Hilton  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of Massachusetts,  
residing at Boston, MA  
My appointment expires July 29, 2016  
Acting in the County of: Suffolk

## **Schedule 1**

### Assigned US Trademark

Mark: SINGER NELSON CHARLMERS, Serial Number: 75923603, Filed: February 22, 2000, Registered: June 25, 2002. Registration Number: 2584362.

Mark: THE TOTAL PROTECTION PROGRAM, Serial Number: 78687860, Filed: August 8, 2005, Registered: August 1, 2006, Registration Number: 3123427.

Mark: THE HEALTHPLAN OPTIMIZER, Serial Number: 76620116, Filed: November 10, 2004, Registered: June 6, 2006, Registration Number: 3099748.