

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AIRSURE LIMITED, LLC		01/30/2014	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
Name:	Assured Aerospace Insurance Agency, LLC		
Street Address:	200 Colonial Parkway		
Internal Address:	Suite 150		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1429528	AIRSURE LIMITED	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2165790212		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	216-586-3939		
Email:	mwilkes@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Meredith M. Wilkes		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	049019-600006		
NAME OF SUBMITTER:	Meredith M. Wilkes		

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Signature:	/Meredith M. Wilkes/
Date:	01/31/2014
<b>Total Attachments: 4</b> source=Trademark Assgn. Agmt. (exec) 1.30.14 - AirSure#page1.tif source=Trademark Assgn. Agmt. (exec) 1.30.14 - AirSure#page2.tif source=Trademark Assgn. Agmt. (exec) 1.30.14 - AirSure#page3.tif source=Trademark Assgn. Agmt. (exec) 1.30.14 - AirSure#page4.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 30, 2014, is made by AIRSURE LIMITED, LLC, a Colorado limited liability company ("Seller"), located at 25548 Genesee Trail, Golden, Colorado 80401, in favor of ASSURED AEROSPACE INSURANCE AGENCY, LLC, a Colorado limited liability company ("Buyer"), located at 200 Colonial Parkway, Suite 150, Lake Mary, Florida 32746, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer, Seller, and certain other parties, dated as of January 30, 2014 (the "Purchase Agreement"). Buyer and Seller are sometimes referred to in this Trademark Assignment individually as a "Party" and collectively as the "Parties").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts all of Seller's right, title, and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the registered trademark/service mark "**AirSure Limited**" with U.S. Trademark Registration No. 1429528 and all issuances, extensions, and renewals thereof, pursuant to the Purchase Agreement, the transfer of Seller's business or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademark are incorporated herein by this reference. The parties hereto acknowledge and agree

that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

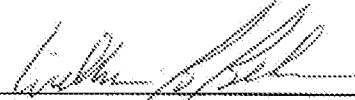
*[Signature Page Follows]*

FINAL EXECUTION VERSION

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

AIRSURE LIMITED, LLC

By:


  
\_\_\_\_\_  
William B. Behan  
*Chairman and Managing Director*

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

**AGREED TO AND ACCEPTED:**

**ASSURED AEROSPACE INSURANCE AGENCY, LLC**

By:

  
\_\_\_\_\_  
Dean Curtis, *Senior Vice President*