

TRADEMARK ASSIGNMENT

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03/05/2014
 900282081

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>First National Administrators, Inc.</td> <td></td> <td>03/01/2014</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	First National Administrators, Inc.		03/01/2014	CORPORATION: NEW YORK																				
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PROPERTY NUMBERS Total: 2																															
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Fax Number: 3122076400 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 312-207-1000 Email: ipdocket-chi@reedsmith.com Correspondent Name: Matthew Pinkham Address Line 1: 10 South Wacker Drive Address Line 2: Reed Smith, LLP Address Line 4: Chicago, ILLINOIS 60606																															
NAME OF SUBMITTER:	Matthew Pinkham																														
Signature:	/Matthew Pinkham/																														

OP \$65.00 86054386

Date:

03/05/2014

Total Attachments: 5

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SERVICE MARK ASSIGNMENT AGREEMENT

This SERVICE MARK ASSIGNMENT AGREEMENT (this "Service Mark Assignment"), dated as of March 4, 2014, but effective as of March 1, 2014, is made by First National Administrators, Inc., a New York corporation ("Seller"), in favor of FNA Insurance Services, Inc., a Delaware corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of March 4, 2014, by and among (i) Purchaser, (ii) Seller, (iii) Hub International Group Northeast Inc., a Delaware corporation, (iv) National Administrators, Inc., a Connecticut corporation, (v) Greater Metro Agency, Inc., a New York corporation, (vi) First National Administrators of N.J., Inc., a New Jersey corporation, (vii) FNA Financial Services, Inc., a New York corporation, (viii) Independent & Retail Business Associates, Inc., a Vermont corporation, (ix) Lynch & Lynch Associates, Ltd., a New York corporation, and (x) Laurence P. Lynch, an individual residing in the State of New York.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Service Mark 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 Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Service Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Service Marks:

(a) the service mark registrations and service mark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and such business is ongoing and existing;

(b) all rights of any kind accruing under any of the foregoing pursuant to applicable law of any jurisdiction, by international treaties or conventions or 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 Service Mark Assignment upon request by Purchaser. 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 Service Marks are properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Service Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Service Mark 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 Service Mark 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 Service Mark Assignment.

5. Successors and Assigns. This Service Mark 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 Service Mark 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 Service Mark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Service Mark Assignment as of the date first above written.

FIRST NATIONAL ADMINISTRATORS, INC.

By:  _____

Name: Laurence P. Lynch

Title: President

Address for Notices:

Laurence P. Lynch

2003 Jericho Turnpike

New Hyde Park, NY 11040

AGREED TO AND ACCEPTED:

FNA INSURANCE SERVICES, INC.

By: _____

Name:

Title:

Address for Notices:

Hub International Limited

300 North LaSalle Street, 17th Floor

Chicago, Illinois 60654

Attention: Jason Romick

[Signature page to Service Mark Assignment]

TRADEMARK

REEL: 005233 FRAME: 0596

IN WITNESS WHEREOF, Seller has duly executed and delivered this Service Mark Assignment as of the date first above written.

FIRST NATIONAL ADMINISTRATORS, INC.

By: _____

Name:

Title:

Address for Notices:

[_____

_____]

AGREED TO AND ACCEPTED:

FNA INSURANCE SERVICES, INC.

By: 

Name: Jason Romick
Title: Vice President

Address for Notices:
Hub International Limited
300 North LaSalle Street, 17th Floor
Chicago, Illinois 60654
Attention: Jason Romick

SCHEDULE 1

ASSIGNED SERVICE MARK REGISTRATIONS AND APPLICATIONS

Service Mark	Serial No.	Application Filing Date
First National Access	86054386	September 3, 2013
My Agency Exchange	86054400	September 3, 2013