

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Towers Perrin Capital Corporation		11/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JLT Reinsurance Brokers Limited		
Street Address:	The St. Botolph Buildings		
Internal Address:	138 Houndsditch		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC3A 7AW		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85904009	SUNSTONE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@dechert.com		
Correspondent Name:	Jacob Bishop		
Address Line 1:	Dechert LLP		
Address Line 2:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	135074		
DOMESTIC REPRESENTATIVE			
Name:	Jacob Bishop		
Address Line 1:	Dechert LLP		
Address Line 2:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jacob Bishop		
SIGNATURE:	/Jacob Bishop/		

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DATE SIGNED:	02/24/2015
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Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 6, 2013 among Towers Watson Pennsylvania Inc. (formerly Towers, Perrin, Forster & Crosby, Inc.), a Pennsylvania corporation and Towers Perrin Capital Corporation, a Delaware corporation (collectively, "Assignors"), and JLT Re (North America) Inc., a Delaware corporation ("JLT NA"), and JLT Reinsurance Brokers Limited, a UK company ("JLT UK") on its behalf and on behalf of its Affiliates (JLT NA and JLT UK each an "Assignee" and collectively, the "Assignees"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Towers Watson & Co. ("Towers Watson") and JLT NA entered into that certain Stock and Asset Purchase Agreement, dated September 19, 2013 (the "Purchase Agreement"), pursuant to which Towers Watson agreed to sell and JLT NA agreed to purchase certain assets, rights and properties of the Business (as such term is defined in the Purchase Agreement);

WHEREAS, Assignors are the owner of the entire right, title and interest in, to and under those trademarks shown in Schedule A in respect of all goods and services covered by the specifications thereof whether registered or unregistered including trademark get-ups, logos, designs and labels, together with the associated goodwill and all common law and related rights thereto in all jurisdictions of the world where Assignor has rights (collectively, the "Marks");

WHEREAS, pursuant to Section 2.2(c) of the Purchase Agreement, Assignors wish to assign to the respective Assignee shown in Schedule A, and Assignees wish to acquire from Assignors, all right, title and interest in and to the Marks; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and convey to the respective Assignee their entire right, title and interest in and to the Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, including common law, now or hereafter in effect, for the respective Assignee's own use and enjoyment, and for the use and enjoyment of the respective Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with the goodwill symbolized by such Marks, and with the right to sue and collect damages and/or profits for past infringements of said Marks.

2. Assignors will from time to time, at the request of the respective Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as the respective Assignee may reasonably

request, in order to more effectively consummate the transactions contemplated hereby and to vest in the respective Assignee good and marketable title to the Marks.

3. Except as set forth in the Purchase Agreement, Assignors make no warranty, express or implied, with respect to the Marks involved in this Assignment.

4. Assignors hereby agree and represent that the assignment of these Marks is made in connection with the sale and assignment from Assignor to Assignees of the portion of Assignor's business to which the Marks pertain and that the respective Assignee shall be deemed a successor-in-interest to the portion of Assignor's business relating to the Marks for trademark purposes. Assignees acknowledges that Assignees shall bear sole responsibility for recording this assignment and otherwise corresponding with the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdiction.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each party hereto irrevocably (i) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such party. Each of the parties agrees that service of any process, summons, notice or document by U.S. registered mail to such party's or their Affiliates respective address as set forth in Section 10.1 of the Purchase Agreement shall be deemed in every respect effective service of process upon such party in any such action, suit or proceeding in New York, with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNORS:

TOWERS WATSON PENNSYLVANIA
INC.

By: Michael O'Boyle
Name: Michael O'Boyle
Title: Treasurer

STATE OF VIRGINIA)
) ss.:
COUNTY OF ARLINGTON)

On this 1 day of November, 2013, there appeared before me Michael O'Boyle personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Towers Watson Pennsylvania, Inc.

[Signature]
Notary Public

[SEAL]

My commission expires:
4/30/17

ELAINE SUSAN WIGGINS
NOTARY PUBLIC
REGISTRATION # 7287911
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2017

[Signature Page to Trademark Assignment Agreement]

JLT REINSURANCE BROKERS LIMITED.

By: 
Name: Jonathan D'Arcy
Title: Director

SCHEDULE A

TRADEMARKS

LIST OF TRANSFERRED IP CATOGRAPHY									
Trademark	Country	Classes(es)	Reg. Number	Reg. Date	Owners	Status	Renewal Date	Assignee	
CATOGRAPHY	Bermuda	09	46384	19-Dec-06	Towers Watson Pennsylvania Inc. (formerly Towers, Perrin, Forster & Crosby, Inc.)	Registered	19-Dec-13	JLT Re (North America) Inc.	
CATOGRAPHY	Bermuda	42	46385	19-Dec-06	Towers Watson Pennsylvania Inc. (formerly Towers, Perrin, Forster & Crosby, Inc.)	Registered	19-Dec-13	JLT Re (North America) Inc.	
CATOGRAPHY	European Community	09, 42	605575898	21-Dec-06	Towers Watson Pennsylvania Inc. (formerly Towers, Perrin, Forster & Crosby, Inc.)	Registered	21-Dec-16	JLT Re (North America) Inc.	
CATOGRAPHY	United States of America	09, 36, 42	3,603,009	7-Apr-09	Towers Watson Pennsylvania Inc. (formerly Towers, Perrin, Forster & Crosby, Inc.)	Registered	7-Apr-19	JLT Re (North America) Inc.	
CATOGRAPHY	Canada	09, 42	TMA838535	17-Dec-12	Towers Watson Pennsylvania Inc.	Registered	17-Dec-27	JLT Re (North America) Inc.	

LIST OF TRANSFERRED IP SUNSTONE AND CLAIMS PLUS							
Trademark	Country	Class(es)	App'l'n No.	App'l'n Date	Owners	Status	Assignee
SUNSTONE	United States of America	09, 35, 42	85964009 (Serial No.)	15-Apr-13	Towers Perrin Capital Corporation	Office Action pending. response due 8-Feb-14	JLT Reinsurance Brokers Limited
SUNSTONE	European Community	09, 35, 42	012217048	11-Oct-13	Towers Perrin Capital Corporation	Registration pending	JLT Reinsurance Brokers Limited
CLAIMS PLUS	United States of America	N/A	N/A	N/A	Towers Watson Pennsylvania Inc.	Common law use-based trademark	JLT Re (North America) Inc.