

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QBE Financial Institution Risk Services, Inc.		09/15/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QBE Holdings, Inc.		
<b>Street Address:</b>	88 Pine Street, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2207669	NEVER SAY NO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
<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>			
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	jgregor@gklaw.com		
<b>Correspondent Name:</b>	Jennifer L. Gregor; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	780 N. Water Street		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	061308-0143		
<b>NAME OF SUBMITTER:</b>	Jennifer L. Gregor		
<b>SIGNATURE:</b>	/Jennifer L. Gregor/		
<b>DATE SIGNED:</b>	09/17/2015		
<b>Total Attachments: 1</b> source=qbe#page1.tif			

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**TRADEMARK ASSIGNMENT**

WHEREAS, QBE Financial Institution Risk Services, Inc., a Delaware corporation at 210 Interstate North Parkway, Suite 400, Atlanta, GA 30339 ("Assignor"), owns all right, title, and interest in the trademark NEVER SAY NO, including United States Trademark Registration Number 2,207,669, and any related common law or corresponding international rights, including the goodwill associated therewith (the "Trademark");

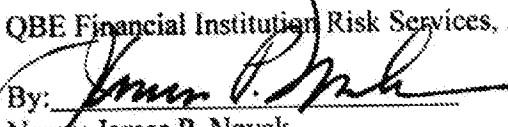
WHEREAS, QBE Holdings, Inc., a Delaware corporation at 88 Pine Street, 10<sup>th</sup> Floor, New York, NY 10005 ("Assignee") now desires to acquire the Trademark from Assignor; and

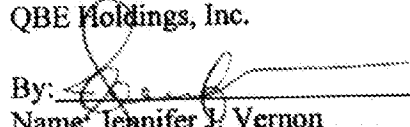
WHEREAS, Assignor has agreed to transfer all right, title, and interest in the Trademark to Assignee, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademark and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

QBE Financial Institution Risk Services, Inc.

QBE Holdings, Inc.

By:   
Name: James P. Novak  
Title: Senior Vice President  
Date: 9-15-2015

By:   
Name: Jennifer J. Vernon  
Title: Senior Vice President  
Date: 9-11-2015

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