

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531415

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900503075		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLEY CLAIMS SERVICES, INC.		04/24/2008	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WORLEY CLAIMS SERVICES, LLC		
Street Address:	303 TIMBER CREEK		
City:	HAMMOND		
State/Country:	LOUISIANA		
Postal Code:	70403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2303661	WORLEY	
CORRESPONDENCE DATA			
Fax Number:	6172459493		
<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>			
Phone:	6179517000		
Email:	Crena.Pacheco@ropesgray.com		
Correspondent Name:	ROPES & GRAY LLP		
Address Line 1:	PRUDENTIAL TOWER		
Address Line 2:	800 BOYLSTON STREET		
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	KOLC-151-001		
NAME OF SUBMITTER:	Crena Pacheco		
SIGNATURE:	/Crena Pacheco/		
DATE SIGNED:	07/11/2019		
Total Attachments: 19			
source=Asset Contribution and Membership Interest Subscription Agreement#page1.tif			
source=Asset Contribution and Membership Interest Subscription Agreement#page2.tif			

source=Asset Contribution and Membership Interest Subscription Agreement#page3.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page4.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page5.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page6.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page7.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page8.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page9.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page10.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page11.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page12.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page13.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page14.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page15.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page16.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page17.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page18.tif
source=Asset Contribution and Membership Interest Subscription Agreement#page19.tif

**ASSET CONTRIBUTION AND
MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT**

April 24, 2008

**ASSET CONTRIBUTION AND
MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT**

This Asset Contribution and Membership Interest Subscription Agreement (this "Agreement") is made as of April 24, 2008 (the "Effective Date"), by and between Worley Claims Services, Inc., a Louisiana corporation ("Worley") and Worley Claims Services, LLC, a Delaware limited liability company (the "Company").

RECITALS

A. The Company has been formed, organized and capitalized under the laws of the State of Delaware pursuant to that certain Operating Agreement, dated of even date herewith, by and between the Company and the Members named therein (the "Operating Agreement"), for the purposes of effecting the transactions contemplated in this Agreement and to conduct such other business and affairs as the Managers of the Company may from time to time find in the best interests of the Company.

B. Worley provides catastrophe management and insurance adjustment outsourcing services (the "Business"), and owns all right, title and interest to certain tangible and intangible assets, including proprietary intellectual property rights associated with the Business, as more fully described in Section 1.1 hereof.

C. The Company desires to acquire substantially all of the assets and assume substantially all of the liabilities of Worley, subject to certain exclusions as set forth herein, and Worley desires to contribute, transfer, assign and convey substantially all of its assets and liabilities to the Company and to receive, in exchange therefore, certain membership interests in the Company, all on the terms and subject to the conditions set forth herein.

D. Immediately following the contribution of assets described above and simultaneously therewith, Michael A. Worley will be admitted as a Member in the Company with certain membership interests.

E. The parties intend that the contribution of the Contributed Assets (as defined herein) to the Company solely in exchange for a membership interest in the Company is to be part of a unified plan of transfer and exchange for a membership interest qualifying for non-recognition treatment under Section 721 of the Internal Revenue Code of 1986, as amended, with the result that the Company will own all of the Contributed Assets, and Worley will own the membership interests in the Company issuable hereunder.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution and Assignment: Issuance of Membership Interest.

1.1 Contribution and Assignment. Worley hereby contributes, assigns, transfers, conveys, grants and sets over to the Company, and the Company hereby acquires, free and clear of any Liens and Encumbrances (as defined herein), other than those Liens and Encumbrances that are included in the Assumed Liabilities (as defined herein) all of Worley's right, title and interest in and to any and all of the assets that are used in or have been generated by Worley in any way in connection with the Business, wherever located, except for any Excluded Assets (as defined below) (collectively referred to herein as the "Contributed Assets") including, without limitation, the types of assets set forth below. The Company hereby accepts the contribution of the Contributed Assets from Worley.

(a) *Furniture, Fixtures and Equipment.* All of the furniture, fixtures, equipment and other tangible personal property of Worley, which shall be deemed to have been delivered concurrently herewith by Worley to the Company (the "FF&E");

(b) *Assigned Contracts.* All of Worley's right, title, and interest in and to the agreements, contracts, leases, licenses, instruments, commitments and understandings, written or oral, to which Worley is a party or is subject, and which relate in any respect to the other Contributed Assets or the Business (the "Assigned Contracts"), including, without limitation, (i) all leases under which Worley owns or holds any leasehold interest in real property or personal property, whether tangible or intangible, that is used in or in connection with the Business (respectively, the "Real Property Leases" and the "Personal Property Leases" and, collectively, the "Leases"), (ii) all contracts imposing non-disclosure or confidentiality obligations that inure to Worley's benefit in connection with the Business, (iii) all contracts imposing non-competition, non-solicitation or exclusive dealing obligations that inure to Worley's benefit in connection with the Business, (iv) all administrative, vendor service, sub-contracting, employment, representative, broker, insurance, sales agency or consulting contract or arrangement to which Worley is a party in connection with the Business;

(c) *Intangible Assets.* All of Worley's rights, title and interests in and to (i) any client or vendor lists, industry data and other compilations of names used in or for the Business; (ii) the telephone numbers and internet addresses and websites used in or for the Business; (iii) all processes, formulations, methods, software (including documentation and source code listings), technology, know-how, formulae, trade secrets and inventions (notwithstanding anything in this Agreement to the contrary, regardless of whether used in the Business or not); (iv) all patents, copyrights, trade names, trademarks and service marks, and all applications therefor (notwithstanding anything in this Agreement to the contrary, regardless of whether used in the Business or not), and (v) the goodwill associated with the Business (collectively, the "Intangible Property Rights").

(d) *Receivables.* All accounts and notes receivable, advance payments and other rights to payment or reimbursement of Worley that have arisen out of the normal conduct of the Business (the "Receivables") and all schedules, records and other documentation related thereto, including, without limitation, all notes, chattel paper or other documents or instruments evidencing the payment obligations of the account or note debtors.

(e) *Monetary or Other Claims.* Any cause of action, claim, suit, proceeding, judgment or demand, of whatever nature, of or held by Worley against any third

parties arising out of the conduct of the Business prior to the Effective Date, including, without limitation, warranty claims on equipment included in the FF&E, claims against service providers to the Business, pending insurance claims and claims against account debtors.

(f) *Licenses and Permits.* All licenses, permits, certificates of need, franchises and other governmental permits or licenses used for or in connection with the operations of the Business (collectively "Licenses and Permits"), but only to the extent such Licenses and Permits are transferable under applicable laws or regulations; provided, that Worley shall use commercially reasonable efforts to replace any of such non-transferable Licenses and Permits on terms no less favorable to the Company in the aggregate than contained in each such Licenses and Permits.

(g) *Books and Records.* All books, records, files, data, reports, plans, customer lists, supplier lists, price lists and records used or held for use primarily in or have arisen primarily from Worley's operation or conduct of the Business (collectively, the "Information and Records"); provided that Worley shall be permitted to retain copies of the Information and Records to the extent required by Worley's document retention policies or applicable Law;

(h) *Real Estate.* All of the real property leased by Worley and used in, or necessary or intended for the operation of its Business (collectively, the "Real Estate"), including, without limitation, all buildings, structures, improvements, construction-in-progress and fixtures (collectively the "Improvements") of every kind and nature now or hereafter located on the Real Estate or forming a part thereof (the Real Estate and the Improvements are hereinafter collectively referred to as the "Premises"), together with: (i) all options related to the Premises, including options to renew, or other rights thereunder; (ii) all right, title and interest of Worley in and to any land in any adjacent streets, alleys, easements and rights-of-way related to the Premises; (iii) all tenements, hereditaments, easements, privileges and appurtenances belonging to the Premises or any portion thereof, including without limitation, all titles, estates, interests, licenses, agreements, air rights, water and canal rights, mineral rights, and all other rights at any time acquired by Worley in and to any of the foregoing; and (iv) all right, title and interest of Worley in and to all leases, subleases, licenses, tenancies, agreements, contracts or grants of right made by Worley or at any time granted or acquired by Worley with respect to the Premises or any portion thereof.

1.2 Obligations Being Assumed; Liabilities Not Being Assumed.

(a) Assumed Liabilities. Subject to the terms and conditions of this Agreement, the Company hereby agrees to assume, pay for, perform or otherwise discharge when due, at its sole expense, and without liability, cost, loss or expense of Worley, the liabilities and obligations of Worley explicitly set forth on Schedule 1.2(a) hereto (the "Assumed Liabilities"). Worley represents and warrants that it is not in default of any of the Assumed Liabilities, and Worley agrees that the Company shall not be obligated to assume, and the Company shall not have any liability for or in connection with, any Assumed Liability that is in default as of the Effective Date.

(b) Liabilities Not Being Assumed. Worley agrees that the Company shall not be obligated to assume, pay for, perform or otherwise discharge, and that the Company is not assuming or performing, and that Worley shall be solely responsible for paying, performing and satisfying, or otherwise discharging, at its sole expense, and without liability, cost, loss or expense of the Company, all liabilities and obligations of Worley other than the Assumed Liabilities, including, without limitation, those liabilities set forth on Schedule 1.2(b) hereto (the "Excluded Liabilities").

1.3 Excluded Assets. Worley is retaining and is not contributing to the Company, and the Company is not acquiring from Worley, any of the assets described on Schedule 1.3 hereto (the "Excluded Assets").

1.4 Issuance of Membership Interests. In exchange for the contribution of the Contributed Assets and assumption of the Assumed Liabilities, the Company hereby agrees to issue to Worley a membership interest in the Company equal to 60,550,000 Class A Preferred Units (as defined in the Operating Agreement and 10,000 Common Units (as defined in the Operating Agreement) (collectively, the "Membership Interests"). The Membership Interests shall be the total consideration required of the Company with respect to the subject matter of this Agreement.

1.5 Further Assurances. Worley and the Company hereby agree to execute such additional documents, complete such other formalities, and extend such other cooperation as may be reasonably requested or required to perfect the Company's interest in the Contributed Assets and to permit the Company to be duly recorded as the registered owner and proprietor of the rights hereby conveyed, including, without limitation, any appropriate assignments and other instruments required to be filed in the applicable U.S. or foreign trademark, copyright or patent offices or other appropriate offices. In the event the Company is unable, after reasonable effort, to secure Worley's signature on any letters patent, copyright or other analogous protection relating to the Contributed Assets assigned hereunder, for any reason whatsoever, Worley hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Worley's agent and attorney-in-fact (coupled with an irrevocable interest), to act for and in his behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Worley. Worley further covenants and agrees that in the event that (a) any property, assets or rights covered in this Agreement cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (b) any such property, assets or rights are non-assignable in their nature and will not pass by this Agreement, the beneficial interest in and to the same will in any event pass to Company; and Worley covenants and agrees (i) to hold, and hereby declares that it holds, such property, assets or rights in trust solely for, and for the benefit of, Company, (ii) to use all reasonable means to obtain and to secure such consents and give such notices as may be required to effect a valid transfer or assignments of such property, assets or rights, and (iii) to make or complete such transfer or assignments as soon as possible.

2. REPRESENTATIONS AND WARRANTIES OF WORLEY. Worley hereby represents and warrants to the Company as follows:

2.1 Authorization. This Agreement when executed and delivered by Worley will constitute a valid and legally binding obligation of Worley, enforceable in accordance with its terms, subject to (a) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies; (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights generally; and (c) limitations on the enforceability of any indemnification provisions contained in the Stockholders' Agreement. No further approvals or consents by, or filing with, any federal, state, municipal, foreign or other court or governmental or administrative body or agency or any other third party is required in connection with the execution and delivery by Worley of this Agreement, or the consummation of the transactions contemplated hereby.

(a) Title to and Adequacy of Contributed Assets. Worley has good, complete and marketable title to all of the Contributed Assets, free and clear of all mortgages, security interests, liens, options, pledges, equities, claims, charges, restrictions, conditions, conditional sale contracts and any other encumbrances or adverse interests of any kind or nature whatsoever (collectively "Liens and Encumbrances"). All of the Contributed Assets are in the exclusive possession and control of Worley and Worley has the unencumbered right to use, and the right to transfer to the Company in accordance with the terms and provisions of this Agreement, all of the Contributed Assets without interference from and free of the rights and claims of others. The Contributed Assets constitute substantially all the assets, properties, rights, privileges and interests that are necessary for the Company to operate the Business substantially in the same manner as it has been operated by Worley, except to the extent that the Excluded Assets may affect such operations.

(b) No Prior Assignment. Worley has not previously assigned, transferred, pledged or otherwise encumbered or granted any right, license or interest in, to or under the Contributed Assets, or any portion thereof, which is inconsistent with the rights granted to the Company herein or that will adversely affect any exercise by the Company of its rights under this Agreement.

2.2 Compliance with Laws. The Business has been conducted in material compliance with all applicable laws, statutes, ordinances, rules, regulations, orders and other requirements of all national governmental authorities, and of all territories, states, municipalities and other political subdivisions and agencies thereof, having jurisdiction over it, including, without limitation, all such laws, regulations, ordinances and requirements relating to antitrust, consumer protection, labor and employment, immigration, health, occupational safety, pension and securities matters, except for violations that individually, or in the aggregate, will have no material adverse effect on the Business.

2.3 Operating Agreement. Worley has received a copy of the Operating Agreement and agrees to execute a counterpart to the Operating Agreement simultaneously herewith.

2.4 Investment Representations.

(a) Experience. Worley is experienced in evaluating and investing in private placement transactions of securities such as the Membership Interest, and has such knowledge and experience in financial and business matters that Worley is capable of evaluating the merits and risks of its prospective investment in the Company, and has the ability to bear the economic risks of the investment.

(b) Accredited Investor. Worley is an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect, under the Securities Act of 1933, as amended (the "Securities Act").

(c) Purchase Entirely for Own Account. Worley is acquiring the Membership Interest for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. Worley further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Membership Interest.

(d) No Public Market. Worley understands that no public market now exists for any of the securities issued by the Company, and that no public market may ever exist for the Membership Interest.

2.5 No Violations. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any provision of the [Certificate of Incorporation] or bylaws of Worley, (b) violate, or be in conflict with, or constitute a default (or other event which, with the giving of notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any material lease, license, promissory note, contract, agreement, mortgage, deed of trust or other instrument or document to which Worley is a party or by which it or any of its properties or assets may be bound, or (c) violate any material order, writ, injunction, decree, law, statute, rule or regulation of any court or governmental authority applicable to Worley or any of its properties or assets.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to Worley as follows:

3.1 Authorization. All corporate action on the part of the Company, its officers, directors, and stockholders necessary for the authorization, execution, and delivery of this Agreement and the performance of all obligations of the Company hereunder, and this Agreement, when executed and delivered, will constitute valid and legally binding obligations of the Company, enforceable in accordance with its terms, subject to: (a) laws limiting the availability of specific performance, injunctive relief, and other equitable remedies, (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights generally; and (c) limitations on the enforceability of any indemnification provisions contained herein. The issuance of the Membership Interest is not subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

3.2 Valid Issuance of Membership Interests. The Membership Interest being issued to Worley hereunder, when issued and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer under this Agreement and under applicable state and federal securities laws.

3.3 Organization; Good Standing; Qualification and Power. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power to own, lease and operate the Contributed Assets and to carry on its business as presently contemplated to be conducted hereafter, and is qualified to do business and in good standing in every jurisdiction in which the failure to so qualify or be in good standing, individually or in the aggregate, could have a material adverse effect on the Company.

3.4 Authorization and Approvals. This Agreement is the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to judicial discretion regarding specific performance or other equitable remedies, and except as may be limited by bankruptcy, reorganization, insolvency, moratorium or, other laws relating to or affecting the enforcement of creditors rights and remedies generally. This Agreement has been duly and validly authorized by all necessary corporate action of the Company, and no further approvals or consents by, or filing with, any federal, state, municipal, foreign or other court or governmental or administrative body or agency is required in connection with the execution and delivery by the Company of this Agreement, or the consummation by the Company of the transactions contemplated hereby.

3.5 No Violations. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any provision of the Operating Agreement of the Company, (b) violate, or be in conflict with, or constitute a default (or any event which, with the giving of notice or lapse of time or both, would constitute a default) under any material agreement or instrument to which the Company is a party or by which the Company is bound, or (c) violate any order, writ, injunction, decree, law, statute, rule or regulation of any court or governmental authority applicable to the Company.

4. GENERAL PROVISIONS.

4.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware without regard to choice of laws or conflict of laws provisions thereof.

4.2 Entire Agreement. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge, or termination is sought.

4.3 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given (a) upon personal delivery, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices and other communications shall be addressed to the parties at their respective addresses set forth on the signature page of this Agreement, or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto.

4.4 No Waiver. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

4.5 Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below when used with initial capital letters in this Agreement or in the Schedules hereto:

"Income Tax" or "Income Taxes" shall mean all Taxes based upon, measured by, or calculated with respect to (i) gross or net income or gross or net receipts or profits (including, but not limited to, any capital gains, minimum taxes and any Taxes on items of tax preference, but not including sales, use, goods and services, real or personal property transfer or other similar Taxes), (ii) multiple bases (including, but not limited to, corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based upon, measured by, or calculated with respect to, is described in clause (i) above, or (iii) withholding taxes measured by, or calculated with respect to, any payments or distributions (other than wages).

"Indebtedness" means (without duplication), with respect to any Person, whether recourse is to all or a portion of the assets of such Person, (i) the principal of and premium, if any, in respect of any indebtedness of such Person for money borrowed, (ii) the principal, premium, if any, and interest of such Person with respect to obligations evidenced by bonds, debentures, notes or, except for accrued liabilities arising in the ordinary course of business, other similar instruments, including obligations incurred in connection with the acquisition of property, assets or businesses (other than trade payables which are not overdue or in default), (iii) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto) but only to the extent of drawings thereunder, (iv) every obligation of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable or accrued liabilities arising in the ordinary course of business which are not overdue or in default), (v) every capital lease obligation (determined in accordance with United States generally accepted accounting principles) of such Person, (vi) all Indebtedness of other Persons secured by a lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, and (vii) every obligation of the type referred to in clauses (i) through (vi) of another Person the payment of which, in any case, such Person has guaranteed or is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise.

"Person" means any individual, partnership, corporation, trust, association, limited liability company, governmental agency or any other entity.

"Taxes" means all federal, state, local, foreign and other taxes, assessments or other like charges, together with any interest, penalties, or additions thereto, imposed by any governmental agency, including without limitation, income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, severance, stamp, withholding, Social Security, unemployment, real property, personal property, property gains, registration, capital stock, value added, single business, occupation, workers' compensation, alternative or add-on minimum, estimated, or other tax.

4.6 Counterparts. This Agreement may be executed in any number of counterparts and signatures may be delivered by facsimile, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.


4.7 Survival. The representations and warranties contained in this Agreement shall not survive the execution and delivery of this Agreement.

4.8 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement and the balance of this Agreement shall be enforceable in accordance with its terms.

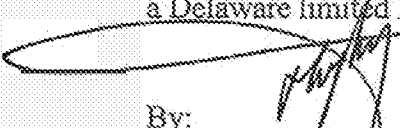
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Asset Contribution and Membership Interest Subscription Agreement as of the date first written above.

WORLEY CLAIMS SERVICES, INC.,
a Louisiana corporation

By: 
Name: Michael A. Worley
Title: CEO

WORLEY CLAIMS SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Michael A. Worley
Title: CEO

Schedule 1.2(a)

Assumed Liabilities

All accounts payable as set forth on the attached exhibit 1.2(a)(i) as may be adjusted within 45 days of the Effective Date

All accrued employee wages, payroll taxes

Accrued Interest

Employee Benefit Plans:

The Worley Companies Dental Plan – United Healthcare

The Worley Companies Short and Long Term Disability and Group Term Life – Fort Dearborn Life Insurance Company

The Worley Companies Accidental Death and Disability – Fort Dearborn Life Insurance Company

Colonial Supplemental Insurance – Colonial Life and Accident Insurance Company

The Worley Companies Health Plan with Blue Cross and Blue Shield of Louisiana

The Worley Companies Cafeteria Plan

The Worley Companies Welfare Plan

Cobra Administration Contract dated June 29, 2007 between Worley Claims Service, Inc. and Employee Benefits Corporation

Contract Commitments:

Adjusting Services Contracts Between The Worley Companies and Auto Club Insurance Association dated 2/1/06 to 1/31/08 as amended on March 31, 2008

Approved Vendor Service Agreement for Catastrophe Claims Services between Worley Companies and Boulder Claims effective March 16, 2007

Chevron Environmental Services Vendor Contract between Chevron and Worley Catastrophe Response (pending) agreed upon and signed by Worley Claims Service, Inc. (signed copy not received back from Chevron to date)

Catastrophe Claims Independent Adjuster Services Agreement between The Worley Companies and Citizens Property Insurance Corporation dated 6/1/07

ESIS Catastrophe Services Vendor Contract between ESIS, Inc. and Worley Company dated 1/1/08

Basic Ordering Subcontract Agreement between ICF Emergency Management Services, LLC and The Worley Companies dated August 27, 2007 (Home Owner – 20 page document)

Basic Ordering Subcontract Agreement between ICF Emergency Management Services, LLC and The Worley Companies dated August 27, 2007 (18 page document)

Claims Adjusting Services Agreement between Insurance Network Services, Inc. and Worley Catastrophe Response dated May 1, 2007

Onsite Consulting Service Agreement between Loop, LLC and The Worley Company dated November 17, 2005

State of Louisiana Insurance License for Worley Claims Service, Inc. (The Worley Companies)

Subcontractor Agreement between Providence Engineering and Environmental Group, LLC and Worley Companies dated March 15, 2007 to December 31, 2007

Agreement between Worley Catastrophe Response and One Beacon Insurance dated July 24, 2007 confirming that Worley will provide 300 plus adjusters at one time within 48 hours of notification

Agreement between the Worley Companies and Angela Hale with SCANA – Supplier Strategy dated March 15, 2006

Subcontractor Work Agreement between Shaw Environmental and Infrastructure, Inc. and The Worley Companies dated September 20, 2006

Independent Adjuster Services Agreement between The Worley Companies and State Farm Mutual Automobile Insurance Company dated June 19, 2007

Contract for Professional Services between Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana and The Worley Companies effective October 1, 2007

Outside Services Agreement between The Travelers Indemnity Company and The Worley Companies effective May 15, 2007

Claims Services Agreement between F&G Specialty Insurance Services, Inc. and The Worley Companies dated November 1, 2005

Agreement between The Worley Companies and USPOWERGEN Astoria Generating Station dated September 10, 2007

Agreement between State Farm Insurance Companies and Worley Catastrophe Response dated April 15, 2008 (For Property and Homeowners...United States)

Agreement between State Farm Insurance Companies and Worley Catastrophe Response dated April 15, 2008 (For Auto Claim Adjuster and Estimating Services...United States)

Agreement between State Farm Insurance Companies and Worley Catastrophe Response dated April 15, 2008 (For Independent Adjuster Services in Non-Catastrophe Situations within the United States)

Lease Commitments:

Master Lease Agreement No. 8356202 dated November 14, 2007 between General Electric Capital Corporation and Worley Claims Services, Inc. of 48 payments at \$10,800.97 per month

Agreement for Lease of Real Property between W Resources, LLC and Worley Claims Service, Inc. for a 16,408 square foot main building located at 303 Timber Creek, Hammond, Louisiana 70403, and an 18,575 square foot auxiliary building beginning on December 20, 2007, and ending December 19, 2017, according to the following schedule

Southern Office Equipment, Post Office Box 1166, Hammond, Louisiana 70404 – Maintenance agreement on Toshiba Copier, 07/01/07 – 06/30/08 or 96,000 copies, overages of 0.012 each)

Econo Copy, Post Office Box 249, Hammond, Louisiana – Service Agreement for Panasonic DP-4510 Copier S/N GBG2KM00027, 06/08/07 through 06/08/08 or 100,000 copies, whichever comes first, overages of 0.011 each)

Neopost, Post Office Box 45822, San Francisco, California 94145-0822 – Postage Machine, 07/23/07 – 07/23/08, \$482.87 per quarter

Employment Agreements:

James Bowden — Senior Catastrophe Manager

Chris Christoff — Senior Catastrophe Manager

Mark Harter — Senior Catastrophe Manager

Rod Jackson — Senior Catastrophe Manager

Steve Lacour — Senior Catastrophe Manager

Ken Meyer — Senior Catastrophe Manager

Greg Wasinger — Senior Catastrophe Manager

Mike Abell — Catastrophe Manager

Kiley Anderson — Catastrophe Manager
Robert "Robby" Babson — Catastrophe Manager
Mark Campbell — Catastrophe Manager
Gene Cazaubon — Catastrophe Manager
John Chapman — Catastrophe Manager
Milton Coffins — Catastrophe Manager
Kurt Davidson — Catastrophe Manager
Terry Florane — Catastrophe Manager
Chuck Holt — Catastrophe Manager
Dee Jackson — Catastrophe Manager
Bettina Mayo — Catastrophe Manager
Marvin McCardle — Catastrophe Manager
Joe McFarland — Catastrophe Manager
Dan Meyer — Catastrophe Manager
Roddrick Miller — Catastrophe Manager
James Patterson — Catastrophe Manager
Doug Richardson — Catastrophe Manager
Steve Rieffel — Catastrophe Manager
Bryan Skeen — Catastrophe Manager

Exhibit 1.2(a)(i)

THE WORLEY COMPANIES
ACCOUNTS PAYABLE
5/16/2008

PAYEE	Description	Invoice Date	Amount	ck date
Workers comp from adj accrual			7,867.91	
State of Louisiana	Franchise Tax		10.00	
Texas	Franchise Tax		6,169.00	
California	Income Tax		58,986.00	
Mississippi	Franchise Tax		25.00	
Entergy	Estimated		4,000.00	
AT&T	Estimated		2,000.00	
Texas Comptroller			190,213.53	5/19/2008
W Resources LLC	Rent	16 days	16,364.69	
Texas Comptroller	Estimated for 16 days		<u>98,174.73</u>	
			<u>383,810.86</u>	

Schedule 1.2(b)

Excluded Liabilities

The Worley Companies 401K Plan

J.P. Morgan Chase Note dated June 3, 2004, in the approximate amount of \$ 3,614,000.

Employment Agreement with Edward A. Worley dated June 2, 2005 -- Executive

Tax:

Income taxes of the Company prior to the Effective Date

All other taxes attributable to periods ending on or prior to the Effective Date. Except as set forth on schedule 1.2(a)

Indebtedness

Any and all indebtedness of Worley in existence prior to the Effective Date except as set forth on Schedule 1.2(a)

Lawsuits:

Yousef Salem and Conti Management Group, Inc. v. Certain Underwriters at Lloyd's London, Worley Claims Services, Inc. and Evan Gilbert; Docket # 06-9192, Section "N8"; Civil District Court; Parish of Orleans; State of Louisiana; Policy #H706-13398; Claim # HEO-06-00063.

Yousef Salem, 333 Lounge, Inc. and Bienville Management Group, Inc. v. Certain Underwriters at Lloyd's, London, Worley Claims Services, Inc. and Evan Gilbert; Docket # 2006-09189, Section "M2"; Civil District Court; Parish of Orleans; State of Louisiana; Policy #H706-13398; Claim # HEO-06-00059

Yousef Salem, Iberville Management Group, Inc. and Bourbon Saloon, Inc. v. Certain Underwriters at Lloyd's, London, Worley Claims Services, Inc. and Evan Gilbert; Docket # 2006-09183, Section "N8"; Civil District Court; Parish of Orleans; State of Louisiana; Policy #H706-13398; Claim # HEO-06-00057

Yousef Salem, Newport Corporation of Louisiana and 2000 Properties, Inc. v. Certain Underwriters at Lloyd's, London, Worley Claims Services, Inc. and Evan Gilbert; Docket # 2006-09188, Section "F10"; Civil District Court; Parish of Orleans; State of Louisiana; Policy #H706-13398; Claim # HEO-06-00062

Joyce T. Marks and Brenda J. Marks v. Travelers Lloyds of Texas Insurance Company and Marion Yarbrough; In the District Court of Jefferson County, Texas, 58th Judicial District; Docket # A-0179939

Roland Garza v. Geovera Holdings, Inc., a foreign corp. d/b/a USF&G Specialty Insurance Company, Geovera Specialty Insurance Company, National Catastrophe Adjusters, Inc., a Foreign Corp., d/b/a NCA Group, Constitution State Services, LLC, a foreign LLC, Mark Holub and Mike Johnson; In the District Court of Jefferson County, Texas, 236th Judicial District; Docket # D180067

Hank Halvorson and Betty Halvorson v. Travelers Lloyds of Texas Insurance Company, Chris Woods and Andy Nguyen; In the District Court of Jasper County, Texas, Judicial District; Docket # 28552

David V. Lassiter v. Travelers Lloyds of Texas Insurance Company and Joel A. Lee; In the District Court of Hardin County, Texas, 356th Judicial District; Docket # 48062

Sylvia Jenkins v Geovera Holdings, Inc, USF&G, National Catastrophe Adjusters, Constitution State Services, Scott Yoes, Debra Suarez, Thomas Brink; 136th Judicial District, Jefferson County Texas; Docket # D180361

John Doe, Jane Doe and Joe Doe v. Travelers Property & Casualty & affiliated entities, Travelers Lloyds of Texas Insurance Co., The Travelers Indemnity Co., The Travelers Indemnity Co. of America, Worley Claims Services, Inc., and Southwestern General Agency, Inc. Cause # 05-02-20615-MCVAJA, In District Court, 365th Judicial District, Maverick County, TX. Handled by Michael Boyle for Worley, then Houston Casualty Co., atty Edward Taylor, Policy number H704-13105

Cathy Rodriguez v. Worley Claims Services, Inc, 29th Judicial District Court #64543, Division D.

Schedule 1.3

Excluded Assets

DESCRIPTION	DATE ACQUIRED
Antique Business Card holder	3/15/99
2002 Toyota Sequoia	4/01/02
2005 Lexus	1/26/05
2006 Ford F250	1/17/06
2006 Hummer H2	4/05/06
Lift Chair	