

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Pan American Assistance, Inc.		05/17/2002	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pan American Travel Assistance, LLC		
<b>Street Address:</b>	1145 Clark Street		
<b>City:</b>	Stevens Point		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54481		
<b>Entity Type:</b>	limited liability company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2117441	PAN AMERICAN ASSISTANCE, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)271-3552		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Marta S. Levine		
<b>Address Line 1:</b>	Quarles & Brady LLP		
<b>Address Line 2:</b>	411 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	700684.00015		
<b>NAME OF SUBMITTER:</b>	Marta S. Levine		
<b>Total Attachments: 2</b>			
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CH \$40.00 2117441

**BILL OF SALE**

THIS BILL OF SALE is made as of the 15<sup>th</sup> day of May, 2002 by PAN AMERICAN ASSISTANCE, INC., a Florida corporation ("Seller"), to PAN AMERICAN TRAVEL ASSISTANCE, LLC, a Wisconsin limited liability company ("Buyer"). All capitalized terms not otherwise defined herein are used as defined in the Asset Purchase Agreement dated as of May 15, 2002 (the "Purchase Agreement") by and between Seller and Buyer.

WHEREAS, pursuant to the Purchase Agreement, Seller desires to sell to Buyer and Buyer wishes to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, certain of the assets, properties and rights of Seller.

NOW THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. Notwithstanding that the following may be conveyed by separate and specific transfer documents, Seller by these presents does hereby sell, assign, transfer, convey and deliver to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Acquired Assets to be sold, conveyed, assigned, transferred and delivered by Seller to Buyer pursuant to the Purchase Agreement. TO HAVE AND TO HOLD such Acquired Assets hereby conveyed unto Buyer and its successors and assigns to and for its and their use forever.

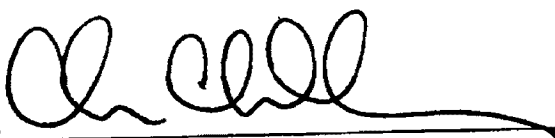
2. Representation and Warranty. Seller represents and warrants that at the date of this Bill of Sale, Seller owns good and marketable title to the Acquires Assets, free and clear of all Liens.

3. Power of Attorney. Seller hereby constitutes and appoints Buyer, its successors or assigns, the true and lawful attorney of Seller with full power of substitution, for the benefit and at the expense of Buyer and its successors and assigns: (a) to institute and prosecute all proceedings which Buyer or its successors and assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Acquired Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Acquired Assets, and to do all such acts and things in relation thereto as Buyer or its successors and assigns shall deem advisable; and (b) to take all action which Buyer or its successors and assigns may deem proper in order to provide Buyer and its successors and assigns the benefits under any of the Acquired Assets where any required consent of another party to the assignment thereof to Buyer and its successors and assigns pursuant to the Purchase Agreement shall not have been obtained. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller. Buyer or its successors and assigns shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereto.

4. The Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, diminish or increase any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Purchase Agreement, which are incorporated herein by reference.

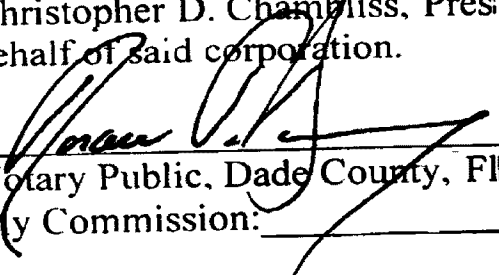
IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed in its name as of the date first above written.

PAN AMERICAN ASSISTANCE, INC.

By:   
Its: President

STATE OF FLORIDA )  
                              ) SS.  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2002 by Christopher D. Chambliss, President of Pan American Assistance, Inc., a Florida corporation, on behalf of said corporation.

  
Notary Public, Dade County, Florida  
My Commission: \_\_\_\_\_

