

08-12-2003



102522294

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 7-21-03
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization



FOR OFFICE USE ONLY

08/11/2003 6T0M11 00000097 73647371

01 FC:6521
02 FC:6522

40.00 OP
75.00 OP

07-21-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002798 FRAME: 0793

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---|----------------------|----------------------|--|--|--|
| <input type="text" value="75/647,371"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,048,743"/> | <input type="text" value="2,158,052"/> | <input type="text" value="1,541,869"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel R. Gropper

07/18/03

Name of Person Signing

Signature

Date Signed

Execution Copy

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made effective as of the date set forth below, by and between (i) Professional Direct Agency, Inc., an Ohio corporation d/b/a Pivot of Columbus, Ohio ("Assignor"), and (ii) AnnuityNet, Inc., an Indiana corporation ("Assignee").

WITNESSETH:

WHEREAS, the parties hereto are parties to an Asset Purchase Agreement (the "Purchase Agreement"), dated June 24, 2003, which, inter alia, provides for the sale, assignment, transfer and conveyance from Assignor to Assignee of certain intellectual property, as set forth in Schedule A attached hereto and made a part hereof (collectively, the "Acquired Intellectual Property"), on the terms and conditions set forth in the Purchase Agreement and the exhibits and schedules thereto; and

WHEREAS, the parties hereto wish to effect such sale, assignment, transfer and conveyance of the Acquired Intellectual Property by this instrument.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee:

(a) all of Assignor's right, title and interest in and to all the of the intellectual property set forth in Schedule A, and any registrations and applications for registration of any such intellectual property, and all business associated therewith, which business is ongoing and existing;

(b) all goodwill associated with the trademarks, service marks, domain names, trade names, slogans and logos listed on Schedule A; and

(c) all of Assignor's rights in software licenses specified on Schedule A.

2. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

3. Indemnification Under Other Agreements. This Assignment neither expands nor limits either party's right or obligations under the Purchase Agreement, and nothing in this Assignment shall affect the obligations of the parties hereto with respect to indemnification under the Purchase Agreement.

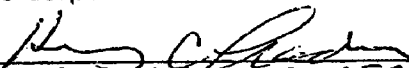
4. Governing Law. The construction and performance of this Assignment shall be governed by the laws of the Commonwealth of Virginia, without regard to the choice of law provisions thereof.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective as of the day and year set forth below.

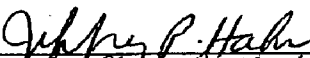
ASSIGNOR:

Professional Direct Agency, Inc.
an Ohio corporation

By: 
Name: HARRY C. LADERER
Title: SVP

ASSIGNEE:

AnnuityNet, Inc.
an Indiana corporation

By: 
Name: Jeffrey P. Hahn
Title: Vice President

Schedule A

[See attached.]

Trademarks

| MARK | APPL SERIAL # | REG. # | REG. DATE | STATUS | GOODS/SERVICES |
|-----------------------|---------------|-----------|-----------|------------|---|
| VARDS PROFILER | 75/647,371 | | | Pending | financial information services, namely, providing quarterly and monthly reports on the performance and other characteristics of variable annuities |
| VTR | | 2,048,743 | 4/1/97 | Registered | computer programs for providing access to information in variable annuity, variable life and fixed annuity investment products and industry analysis reports for use by insurance professionals in the insurance industry |
| VARDS TOTAL REFERENCE | | 2,158,052 | 5/19/98 | Registered | computer programs for providing access to information in variable annuity, variable life and fixed annuity investment products and industry analysis reports for use by insurance professionals in the insurance industry |
| VARDS | | 1,514,869 | 5/30/89 | Registered | Financial information services, namely providing quarterly and monthly reports on the performance and other characteristics of variable annuities |

Common Law Marks

VTR PLUS
VARDS ONLINE
VARDS ADVISOR

Software

VARDS Trading System
Product Load tool used for loading product information into the VARDS Trading system
VARDS Online
VARDS Advisor

C-829280v02_01147.0101-1

VARDS Wholesaler
VARDS Report (Print Version)
InfoWorks
Hypothetical System for illustrating historical Variable Annuity performance
Immediate Annuity illustration system for projecting Immediate Annuity performance
Custom Comparison Tool to compare Variable Annuities using VARDS database
Document Management System for maintaining documents used to collect VA data for the
VARDS Online product

C:R29280\02_01147.01014