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# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
InsBridge, Inc.		06/30/2005	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Skywire InsBridge, LLC
Street Address:	2401 Internet Blvd.
Internal Address:	Suite 201
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	Limited Liability Company: TEXAS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2592697	INSBRIDGE

#### **CORRESPONDENCE DATA**

Fax Number: (214)745-5390

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.745.5671

Email: docket@winstead.com
Correspondent Name: R. Scott Rhoades
Address Line 1: P.O. Box 50784

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	R. Scott Rhoades	
Signature:	/R. Scott Rhoades/	
Date:	07/08/2005	

Total Attachments: 4

TRADEMARK
REEL: 003119 FRAME: 0069

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#### PATENT APPLICATION AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT APPLICATION AND TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of June 30, 2005, by and between InsBridge, Inc., a Delaware corporation ("<u>InsBridge</u>"), and Skywire InsBridge, LLC, a Texas limited liability company ("<u>Skywire InsBridge</u>").

#### **Recitals**

WHEREAS, pursuant to an Asset Purchase Agreement (the "<u>Asset Purchase Agreement</u>"), dated effective as of June 4, 2005, by and between Skywire InsBridge, InsBridge, and Segre Software, Inc., a Texas corporation ("<u>Segre</u>"), InsBridge and Segre have sold substantially all of their assets to Skywire InsBridge;

WHEREAS, InsBridge has filed and is owner of the United States patent application shown on the attached <u>Schedule A</u> (the "<u>Patent Application</u>");

WHEREAS, InsBridge has adopted and used the mark INSBRIDGE for computer software for use by insurance companies and agents to quote, rate, submit and store application data, and is owner of the United States trademark shown on the attached <u>Schedule B</u> (the "Mark"); and

WHEREAS, Skywire InsBridge desires to acquire all right, title, and interest in and to the Patent Application and the Mark and all goodwill and other rights related thereto;

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

- 1. InsBridge does hereby sell, assign, and transfer to Skywire InsBridge, its successors and assigns, all right, title, and interest in and to the Patent Application and any divisions or continuations thereof, and the inventions therein disclosed, and improvements thereon, and any patent or patents that may be issued or reissued thereon.
- 2. InsBridge does hereby sell, assign, and transfer to Skywire InsBridge, its successors and assigns, all right, title, and interest in and to the Mark, together with the business, or portion thereof, to which the Mark pertains and the goodwill of the business symbolized by the Mark, as well as the entire right, title, and interest in and to all applications for and registrations of the Mark heretofore granted or applied for, as well as any and all common law rights in and to the Mark in the United States and in any state thereof and in any country in the world, and any and all claims and demands InsBridge may have either at law or in equity arising out of any past infringements of the Mark.
- 3. InsBridge does hereby expressly agree that Skywire InsBridge may singly, and without assistance or consent from InsBridge, undertake procedures to record the transfer of the Patent Application and the Mark to Skywire InsBridge with the United States Patent and

Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by InsBridge with respect to the Patent Application and/or the Mark (including but not limited to powers of attorney granted to Andrews Kurth L.L.P. with respect to the Patent Application and Hughes & Luce, LLP with respect to the Mark). InsBridge hereby expressly covenants and agrees that it will promptly cooperate with and assist Skywire InsBridge in taking the actions set forth in this paragraph to the extent reasonably requested by Skywire InsBridge.

4. Schedules A and B are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement as of the date and in the capacities shown below, to be effective for all purposes as of the date first written above.

InsBridge:

INSBRIDGE, INC.

Name: Troy G. Smith

Title: Chief Executive Officer

Skywire InsBridge:

SKYWIRE INSBRIDGE, LI

Name: C. Patrick Brandt

Title: Manager

# SCHEDULE A

## PATENT APPLICATION

U. S. Patent Application No.	Filing Date	<u>For</u>	First Named Inventor
09/642,895	8/21/2000	SYSTEM AND METHOD FOR INSURANCE RATING	James R. Dickey

### **SCHEDULE B**

#### MARK

Mark	Application Number	Application Date	Registration Number	Registration Date
INSBRIDGE	76/115,373	8/22/2000	2,592,697	7/9/2002

For computer software for use by insurance companies and agents to quote, rate, submit and store application data, in class 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

TRADEMARK REEL: 003119 FRAME: 0074

**RECORDED: 07/11/2005**