

TRADEMARK ASSIGNMENT

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
Insuractive, Inc.		07/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Senior Market Sales, Inc.
Street Address:	8420 W. Dodge Rd.
Internal Address:	5th Floor
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68114
Entity Type:	CORPORATION: NEBRASKA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2660199	HEALTHYPETCENTER.COM
Registration Number:	2533426	INSURACTIVE
Registration Number:	2533427	INSURACTIVE
Registration Number:	2840557	IBUY
Registration Number:	2516555	POLICY PICKER
Registration Number:	2647898	WORLDTRAVELCENTER.COM
Serial Number:	75950210	MATUREHEALTHCENTER.COM

CORRESPONDENCE DATA

Fax Number: (703)997-8770
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (703) 299-6001 x207
 Email: hershel@insuractive.com
 Correspondent Name: Hershel Kleinberg
 Address Line 1: 1630 Duke St.

OP \$190.00 2660199

Address Line 2: 3rd Floor
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER: Hershel Kleinberg

Signature: /hershel kleinberg/

Date: 08/01/2005

Total Attachments: 10
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AGREEMENT

This Agreement is made and entered into this 31st day of July, 2005, by and between SENIOR MARKET SALES, INC. ("SMS"), a Nebraska corporation, and INSURACTIVE, INC. ("Insuractive"), a Delaware corporation.

* * *

1. SMS hereby agrees to purchase from Insuractive, and Insuractive hereby agrees to sell to SMS, the following items of personal property and contract rights:

- (a) All office furniture and equipment and all office supplies now owned by Insuractive;
- (b) All right, title, and interest of Insuractive in and to the intellectual property listed on Exhibit 1 to this agreement, exclusive of the items referred to in Section E of such Exhibit A which are covered by subparagraph (d) of this Paragraph 1;
- (c) All renewal commissions to which Insuractive is or may become entitled with respect to insurance policies or coverages previously sold by, through, or on behalf of Insuractive;
- (d) All right, title, and interest of Insuractive in and to the trade names "Insuractive", "WorldTravelCenter", and "Activ8 Designs" and any other trade names used by Insuractive on or prior to the date of the Closing;
- (e) All of Insuractive's customer lists and other customer data;
- (f) All documents, records, and other business information, including but not limited to personnel files, that would or may be useful to SMS in carrying on the business previously conducted by Insuractive; and
- (g) All of Insuractive's rights under existing contracts with third parties relating to the business of Insuractive which SMS identifies for assignment to SMS (to the extent such rights are assignable).

2. SMS agrees to pay Insuractive, and Insuractive agrees to accept from SMS, as the full purchase price for the personal property and contract rights referred to in Paragraph 1 the following amounts (hereinafter collectively referred to as the "Purchase Price"):

- (a) For the office furniture and equipment and office supplies referred to in subparagraph (a) of Paragraph 1, the sum of \$7,500.00.
- (b) For the intellectual property referred to in subparagraph (b) of Paragraph 1, the sum of \$319,000.00, allocated as follows:

- (1) \$8,500.00 for the items of intellectual property referred to in Sections A, B, and C of Exhibit 1 to this agreement.
 - (2) \$310,000.00 for the items of intellectual property referred to in Section D of Exhibit 1 to this agreement, allocated as follows:
 - (i) \$225,000.00 for the items referred to in Subsection 1 of such Section D.
 - (ii) \$25,000.00 for the items referred to in Subsection 2 of such Section D.
 - (iii) \$10,000.00 for the items referred to in Subsection 3 of such Section D.
 - (iv) \$15,000.00 for the items referred to in Subsection 4 of such Section D.
 - (v) \$5,000.00 for the items referred to in Subsection 5 of such Section D.
 - (vi) \$30,000.00 for the items referred to in Subsection 6 of such Section D.
 - (3) \$500.00 for the domain names listed in Section F of Exhibit 1 to this agreement.
- (c) For the renewal commissions referred to in subparagraph (c) of Paragraph 1, the sum of \$50,000.00.
 - (d) For the trade names referred to in subparagraph (d) of Paragraph 1, the sum of \$1,000.00.
 - (e) For the items referred to in subparagraphs (e), (f), and (g) of Paragraph 1, the sum of \$100.00.

The Purchase Price (\$377,600.00 in the aggregate) shall be credited by SMS against the indebtedness owed by Insuractive to SMS as of July 31, 2005, to the extent of such indebtedness; and SMS shall pay to Insuractive, in full in cash at the Closing, any portion of the Purchase Price not so credited.

3. At the Closing, but effective as of the close of business on July 31, 2005, Insuractive agrees to deliver to SMS a duly executed warranty bill of sale and assignment covering the items of personal property and contract rights referred to in Paragraph 1, free and clear of all liens, encumbrances, security interests, actions, claims, and equities of any kind

whatsoever. In addition, as requested by SMS from time to time, Insuractive will execute and deliver to SMS such additional documents and instruments of transfer or assignment which may be necessary or appropriate to effect the transfer of ownership of such personal property and contract rights from Insuractive to SMS, including but not limited to documents required for filing with the United States Patent and Trademark Office and foreign patent offices, the United States Copyright Office, and the insurance companies from whom the renewal commissions referred to in subparagraph (c) of Paragraph 1 are or will become due.

4. The closing of the transaction contemplated by this agreement (the "Closing") shall take place at the office of SMS in Omaha, Nebraska, on July 31, 2005.

5. Insuractive agrees that it shall be responsible for any obligations to any of its employees which previously may have arisen or hereafter may arise by reason of any services rendered by such employees to Insuractive prior to July 31, 2005, including but not limited to salaries, bonuses, vacation pay, retirement benefits, and other fringe benefits; and Insuractive agrees to pay all of such obligations directly to or on behalf of the employees involved when due. Insuractive further agrees timely to make all withholding and unemployment compensation payments and deposits required to be made with respect to the compensation of such employees for services rendered prior to July 31, 2005, and to hold SMS harmless therefrom. Insuractive shall furnish to SMS such evidence of Insuractive's compliance with the provisions of this Paragraph 5 as SMS reasonably may request from time to time.

6. Insuractive represents and warrants to SMS:

- (a) That Insuractive now has and at the Closing will have full right and lawful authority to enter into this agreement and to sell the items of personal property and contract rights to be acquired by SMS pursuant to this agreement; that Insuractive's performance of its obligations under this agreement will not violate any agreement, document, trust (constructive or otherwise), order, judgment, or decree to which Insuractive is a party or by which it is bound; and that, upon the transfer and assignment of such personal property and contract rights to SMS by the documents of transfer referred to in Paragraph 3, SMS will acquire good and marketable title to such personal property and contract rights, free and clear of any liens, encumbrances, security interests, actions, claims, and equities of any kind whatsoever.
- (b) That Insuractive is the sole and lawful owner of and has good and marketable title to all of the items of personal property and contract rights to be acquired by SMS pursuant to this agreement, free and clear of any liens, encumbrances, security interests, actions, claims, and equities of any kind whatsoever.
- (c) That Insuractive is a corporation duly organized and validly existing in good standing under the laws of Delaware, with full power and authority

to own its properties, to conduct the business now being conducted by it, and to enter into this agreement.

- (d) That there are no suits or other legal or governmental proceedings pending or threatened against Insuractive which might conceivably affect the title to the items of personal property and contract rights to be acquired by SMS pursuant to this agreement.
- (e) That Insuractive has duly and timely filed all federal, state, and local tax returns of every kind whatsoever required to be filed on or before the date of this agreement and has paid in full the tax liability shown on such returns; that no unpaid deficiencies are in existence which have been asserted against Insuractive by any governmental official or agency as a result of the filing of such returns; and that, to the best knowledge of Insuractive, there is not now pending any examination with respect to any of such returns nor does Insuractive know of any impending examination with respect to any of such returns.
- (f) That, prior to the Closing, there will have been neither a material adverse change in the business of Insuractive nor the loss or destruction of or damage to any substantial part of the items of personal property and contract rights to be acquired by SMS pursuant to this agreement.
- (g) That the operations and business of Insuractive from the date of this agreement to the date of the Closing will be conducted in the ordinary course in a manner consistent with Insuractive's practices prior to the execution of this agreement.

The warranties and representations of Insuractive contained in this Paragraph 6 and in any other provisions of this agreement shall be true both as of the date of this agreement and at the time of the Closing and shall survive the Closing. The accuracy and completeness of the warranties and representations of Insuractive contained in this Paragraph 6 and in any other provisions of this agreement at the time of the Closing shall be a precondition to the obligation of SMS to proceed with the Closing.

7. Insuractive agrees to pay as promptly as possible any and all liabilities of Insuractive existing on or after the date of this agreement owed to creditors of Insuractive other than SMS and to hold SMS harmless therefrom, it being expressly understood and agreed by the parties to this agreement that SMS is not assuming and shall not be responsible for any liabilities whatsoever (known or unknown, fixed or contingent, mature or not yet mature) of Insuractive, except as expressly set forth in writing in a document other than this agreement signed by SMS.

8. Insuractive agrees to indemnify SMS and to hold SMS harmless from any and all loss, damage, cost, or expense incurred or sustained by SMS by reason of the failure of any warranty or representation of Insuractive contained in this agreement to be true or as a result of

Insuractive's failure to abide by any covenant or agreement on its part contained in this agreement.

9. Promptly after the Closing, at the request of SMS, Insuractive shall take such actions as may be necessary to change its corporate name to something other than "Insuractive, Inc.", it being agreed by Insuractive that, from and after the Closing, SMS shall have the exclusive right as against Insuractive and anyone claiming by, through, or under Insuractive to use the name "Insuractive" in Delaware, Virginia, and elsewhere.

10. At the Closing, Insuractive shall deliver to SMS certified copies of resolutions or consents of the Board of Directors and shareholders of Insuractive approving this agreement, authorizing the execution of this agreement by the persons whose names are affixed to this agreement on behalf of Insuractive, and authorizing the appropriate officers of Insuractive to consummate the transaction contemplated by this agreement, to execute the documents and instruments required by this agreement, and to take all of the other actions contemplated by this agreement on behalf of Insuractive.

11. After the Closing, Insuractive agrees to take such actions from time to time as may in the reasonable judgment of SMS or its counsel be necessary or advisable to confirm the title of SMS in and to any of the items of personal property and contract rights being acquired by SMS from Insuractive pursuant to this agreement.

12. This agreement shall be binding upon and inure to the benefit of SMS and Insuractive and their respective successors and assigns and may be amended only by a written agreement signed by both SMS and Insuractive. This document contains the entire agreement between SMS and Insuractive pertaining to the subject matter of this document, and there are no other agreements, representations, warranties, or covenants pertaining to the subject matter of this document not expressly contained in this document.

IN WITNESS WHEREOF, SMS and Insuractive have executed this agreement the day and year first above written.

SENIOR MARKET SALES, INC., a Nebraska corporation

By: *Milton M. Kleinberg*
Milton M. Kleinberg, Chairman of the Board and Chief Executive Officer

INSURACTIVE, INC., a Delaware corporation

By: *Hershel Kleinberg*
Hershel Kleinberg, President and Chief Executive Officer

Insuractive, Inc. Intellectual Property

A. Trademark Registrations

Mark	Reg. No.	
HEALTHYPETCENTER.COM	2,660,199	
INSURACTIVE	2,533,426	(USA) – class 36
	2,533,427	(USA) – class 42
	TMA566,479	(Canada)
	4646821	(Japan)
	001729391	(EU)
	139448	(Israel)
	840643	(Australia)
IBUY	2,840,557	
POLICY PICKER	2,516,555	
WORLDTRAVELCENTER.COM	2,647,898	

B. Active Trademark Applications

Mark	Reg. No.	
MATUREHEALTHCENTER.COM	76/481,848	Class 42 – software development

C. Copyrights and Trade Secrets

Insuractive has not filed any items for federal copyright protections but maintains any trade secret rights and copyright ownership of all its literary works, software, documentation, memoranda, musical works, photographs, artwork, sound recordings, audiovisual works, ideas, designs, inventions, processes, algorithms, and so forth as embodied in its software and web site products.

D. Insuractive Software

Unless otherwise specified, Insuractive software was developed in Macromedia Coldfusion, Java, HTML, CSS, XSS, XML, Macromedia Flash, and or Transact-SQL. All Insuractive software and design documents are stored in Microsoft SourceSafe databases at \\Zeus\insurancevss, \\Zeus\graphicsvss, and \\Zeus\activ8vss.

1. TravelInsuranceCenter.com (formerly WorldTravelCenter.com).
 - Web-based software systems including graphics, text, code and data used to support, administer, market, track affiliates, and track advertising for the sale of travel and

international medical insurance as well as AD&D, international life, Defense Base Act, and international benefits.

- This includes the web sites at ExpatTravelCenter.com, GlobalBenefitsCenter.com, TravelInsuranceCenter.com, TravelInsuranceCentre.com, WorldTravelCenter.com, WorldTravelCentre.co.uk, TATravelInsurance.com and TravelHealthAgent.com.

2. Senior Market Agent Tools (SMA)

- Web-based software systems including graphics, text, code, and data for agent to use to gather information, quote, request quotes, access, forms, get leads, manage clients, and communicate with Senior Market Sales, regarding Annuities, Life, Long Term Care, Medicare Supplement, Dental, Travel and other insurance products.
- Quoting tools for Medicare Supplement and has developed an XML based interface for use with Ebixlife to provide LTC quoting for agents and to provide term life quoting for agents and consumers.
- SMA is available through the following domains: SeniorMarketSales.com under agent services, and SeniorMarketAgent.com.
- Software for providing agents with template driven web sites, content and quote request forms (collectively "Client Tools"). Current agent web sites include: www.medicare65plus.com, www.NebraskaInsuranceServices.com, www.GeminiGenerations.com, www.besthealthrate.com, www.yourinsurable.com, www.SeniorsInsuranceCenter.com, www.MidAmericaInsuranceSolutions.com, www.MidAmericaInsuranceSolutions.com, www.RuralFinanceCenter.com, www.odeninsurance.com, and www.saleinsurancegroup.com, among others.

3. SeniorMarketSales.com

- Insuractive developed the web design and software for SeniorMarketSales.com.

4. MatureHealthCenter.com

- Insuractive developed the web design and software for MatureHealthCenter.com, a web site aimed at selling Medicare Supplement, LTC, Life and Annuities to the senior market. The majority of MatureHealthCenter.com runs utilizing the SMA Client Tools.

5. QuoteMyLife.com

- Insuractive developed the web design and software for QuoteMyLife.com, a web site aimed at selling Term Life Insurance directly to consumers. The majority of QuoteMyLife.com runs utilizing the SMA Client Tools.

6. MOOC LTC I PDA

- Insuractive developed the design and software of an application for quoting Mutual of Omaha's Long Term Care I product utilizing a hand held PDA. The application was

developed using C# .Net and runs on Pocket PC PDAs using the 2003 edition of the Operating System and the .Net framework.

E. Trade Names

Insuractive is registered with the VA state corporation commission as Insuractive, Inc. and operates under the names Insuractive, WorldTravelCenter.com and Activ8 Designs in Alexandria, VA.

F. Domains

Insuractive owns the following domains, some on behalf of Senior Market Sales.

1ASSURANCEVOYAGE.COM	EXPATTRAVELCENTER.INFO
1ASSURANCEVOYAGE.INFO	EXTREMETRAVELCENTER.COM
1FLOODINSURANCE.COM	EXTREMETRAVELCENTER.INFO
1FLOODINSURANCE.INFO	FASTLIFEQUOTE.COM
1INSURANCENOW.COM	FASTLIFEQUOTES.COM
1INSURANCENOW.INFO	FLOODINSURANCECENTER.COM
1SEGUROSDEVIAJES.COM	FLOODINSURANCECENTER.INFO
1SEGUROSDEVIAJES.INFO	GLOBALBENEFITCENTER.COM
A2ZTRAVELINSURANCE.COM	GLOBALBENEFITCENTER.INFO
A2ZTRAVELINSURANCE.INFO	GLOBALBENEFITSCENTER.COM
ACTIV8DESIGNS.COM	GLOBALBENEFITSCENTER.INFO
ACTIV8DESIGNS.INFO	HEALTHINSURANCECENTER.COM
ASSOCIATIONSLTC.COM	HEALTHYPETCENTER.COM
ASSOCIATIONSLTC.INFO	HEALTHYPETCENTER.INFO
ASSURANCEMAINTENANT.COM	HEALTHYPETCENTRE.COM
ASSURANCEMAINTENANT.INFO	HEALTHYPETCENTRE.INFO
CARINSURANCECENTER.COM	INSAGENT.INFO
CARINSURANCECENTER.INFO	INSAGENT.NET
CORPORATETRAVELCENTER.COM	INSAGENT.ORG
CORPORATETRAVELCENTER.INFO	INSURACTIVE.BIZ
CRITICALCARECENTER.COM	INSURACTIVE.COM
CRITICALCARECENTER.INFO	INSURACTIVE.INFO
DEMO-AGENCY.COM	INSURANCEBASKET.COM
DEMO-AGENCY.INFO	INSURANCEBASKET.INFO
EXPATHEALTHCENTER.COM	INSURANCECENTERMALL.COM
EXPATHEALTHCENTER.INFO	INSURANCESUPERMARKET.COM
EXPATHEALTHCENTRE.COM	INSUREACTIVE.COM
EXPATHEALTHCENTRE.INFO	INSURECENTRE.COM
EXPATINSURANCECENTER.COM	INSURENETCENTER.COM
EXPATINSURANCECENTER.INFO	JETSTREAMTRAVEL.COM
EXPATTRAVELCENTER.COM	LIVING-OPTIONS.COM

MATUREFINANCECENTER.COM
MATUREHEALTHAGENT.COM
MATUREHEALTHCENTER.BIZ
MATUREHEALTHCENTER.COM
MATUREHEALTHCENTRE.BIZ
MATUREHEALTHCENTRE.COM
MATUREINSURANCECENTER.COM
MATURETRAVELCENTER.COM
MEDICARESUPPLEMENT.BIZ
MEDIGAPCENTER.COM
PETHEALTHCENTRE.COM
QUOTEMYLIFE.COM
RURALFINANCECENTER.COM
SENIORMARKETAGENT.COM
SENIORMARKETSALES.COM
SMS-FFS.COM
SMSAGENTS.COM
SMSFFS.COM
SMSFINANCIALSERVICES.COM
SMSINTERACTIVE.COM
SMSINTERNETSERVICES.COM
SMSLIFEANDHEALTH.COM
SMSOMAHA.COM
SMSENIORMARKET.COM
SPORTSTRAVELINSURANCE.COM
STUDENTHEALTHCENTER.COM
STUDENTTRAVELCENTER.COM
STUDENTTRIPINSURANCE.COM
TATRAVELINSURANCE.COM
TRAVELHEALTHAGENT.COM
TRAVELINSURANCECENTER.COM
TRAVELINSURANCECENTRE.COM
UKTRAVELCENTRE.COM
UNICARD.COM
USSTARFINANCIAL.COM
WORLDBENEFITCENTER.COM
WORLDBENEFITSCENTER.COM
WORLDTRAVELBANK.COM
WORLDTRAVELCENTER.BIZ
WORLDTRAVELCENTER.COM
WORLDTRAVELCENTRE.BIZ
WORLDTRAVELCENTRE.CO.UK
WORLDTRAVELHEALTH.COM
WORLDTRAVELINSURE.COM
WORLDTRAVELSTORE.COM

BILL OF SALE AND ASSIGNMENT

Pursuant to the Agreement dated July 31, 2005 (the "Agreement") by and between SENIOR MARKET SALES, INC. ("SMS"), a Nebraska corporation, and INSURACTIVE, INC. ("Insuractive"), a Delaware corporation, and for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Insuractive does hereby sell, assign, transfer, convey, and deliver unto SMS, and the successors and assigns of SMS, all of the items of personal property and contract rights referred to in subparagraphs (a) through (g), inclusive, of Paragraph 1 of the Agreement, intending hereby to convey to SMS all of the right, title, and interest of Insuractive therein.

Insuractive hereby covenants to and agrees with SMS, and the successors and assigns of SMS, to execute and deliver to SMS such additional documents and instruments of transfer or assignment which may be necessary or appropriate to effect the transfer of ownership of such personal property and contract rights from Insuractive to SMS, and the successors and assigns of SMS, and to take such actions from time to time as may in the reasonable judgment of SMS or its counsel be necessary or advisable to confirm the title of SMS in and to any of the items of personal property and contract rights to be acquired by SMS from Insuractive pursuant to the Agreement.

Insuractive warrants that the personal property and contract rights hereby assigned, transferred, and conveyed are free and clear of all liens, encumbrances, security interests, actions, claims, and equities of any kind whatsoever and will defend title to such personal property and contract rights against the lawful claims of all persons.

This Bill of Sale and Assignment shall be binding upon Insuractive and its successors and assigns and shall inure to the benefit of the successors and assigns of SMS.

IN WITNESS WHEREOF, Insuractive has caused this Bill of Sale and Assignment to be duly executed and delivered this 31st day of July, 2005.

INSURACTIVE, INC., a Delaware corporation

By: 

Hershel Kleinberg, President and
Chief Executive Officer