

**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>
American Benefit Resources, Inc.	FORMERLY Investment & Benefit Services, Inc.	11/30/2005	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Investment Managers, Inc.		
<b>Street Address:</b>	830 Third Avenue		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2971968	RETIRE GOLD	
Registration Number:	2946878	AMERICAN BENEFIT RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)202-7748		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	212.381.8745		
<b>Email:</b>	mslapo@ctswlaw.com		
<b>Correspondent Name:</b>	Michael Slapo		
<b>Address Line 1:</b>	420 Lexington Avenue		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>ATTORNEY DOCKET NUMBER:</b>	586.0		
<b>NAME OF SUBMITTER:</b>	Michael I. Slapo		

OP \$65.00 2971968

Signature:

/Michael I. Slapo/

Date:

12/30/2005

**Total Attachments: 5**

source=Trademark Assignment (Nov 30 2005) (Executed)#page1.tif

source=Trademark Assignment (Nov 30 2005) (Executed)#page2.tif

source=Trademark Assignment (Nov 30 2005) (Executed)#page3.tif

source=Trademark Assignment (Nov 30 2005) (Executed)#page4.tif

source=Trademark Assignment (Nov 30 2005) (Executed)#page5.tif

TRADEMARK ASSIGNMENT

This Assignment Agreement (this "Assignment") is entered into as of November 30, 2005 by and between American Benefit Resources, Inc., a Connecticut corporation, formerly known as Investment & Benefit Services, Inc. ("Assignor"), and National Investment Managers Inc., a Florida corporation ("Assignee"), with respect to the following facts:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 1, 2005 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the trademarks and registrations listed on Exhibit A hereto to Assignee, and this Assignment is contemplated by Section 6.8 of the Purchase Agreement;

WHEREAS, Assignor owns all legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto;

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer and assign to Assignee, all right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, including all goodwill associated therewith;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
- Assignment.** Effective as of the Closing Date, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's legal and beneficial right, title and interest in and to the trademarks and registrations listed on Exhibit A hereto, together with the goodwill of the business associated with such trademarks and registrations. The rights transferred by this Assignment include the right to bring all legal actions related to the trademarks and registrations listed on Exhibit A hereto, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.
- Headings.** The bold-faced headings contained in this Assignment are for convenience of reference only, shall not be deemed to be a part of this Assignment and shall not be referred to in connection with the construction or interpretation of this Assignment.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of laws rules thereof that might indicate the application of the laws of any other jurisdiction.

5. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

6. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

7. **Binding Effect; Assignment.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment is not assignable by any party without the prior written consent of the other party.

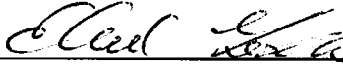
8. **Attorneys' Fees.** In any action at law or suit in equity to enforce or interpret this Assignment or the rights of any of the parties hereunder, the prevailing party in such action or suit shall be entitled to receive a reasonable sum for its attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

9. **Amendments.** This Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first above written.

AMERICAN BENEFIT RESOURCES, INC.

By:   
Name: CASSA  
Title: CEO

NATIONAL INVESTMENT MANAGERS INC.

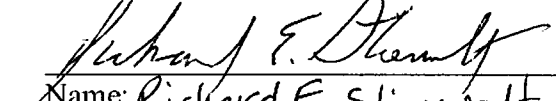
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first above written.

AMERICAN BENEFIT RESOURCES, INC.

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL INVESTMENT MANAGERS INC.

By:   
Name: Richard E. Stierwalt  
Title: CEO

**Exhibit A**  
**TRADEMARKS**  
Registrations

<u>Registration</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	RETIRE GOLD	2971968	July 19, 2005
United States	AMERICAN BENEFIT RESOURCES	2946878	May 3, 2005