

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
Lighthouse Underwriters, LLC		02/09/2006	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Lighthouse Acquisition, LLC		
Street Address:	10210 N. Central Expressway		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2749690	LIGHTHOUSE UNDERWRITERS, LLC	
Registration Number:	3012977		
CORRESPONDENCE DATA			
Fax Number:	(972)732-9218		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-447-4569		
Email:	dennis@griggslaw.com		
Correspondent Name:	Dennis T. Griggs		
Address Line 1:	17950 Preston Road		
Address Line 2:	Suite 1000		
Address Line 4:	Dallas, TEXAS 75252		
ATTORNEY DOCKET NUMBER:	AK16831.1992 U.S. RISK		
NAME OF SUBMITTER:	Dennis T. Griggs		

OP \$65.00 2749690

Signature:

/Dennis T. Griggs/

Date:

03/22/2006

Total Attachments: 4

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SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (this "Assignment"), dated to be effective as of January 1, 2006, is made and entered into by and between **LIGHTHOUSE ACQUISITION, LLC**, a Delaware limited liability company ("Buyer"), having a place of business at 10210 N. Central Expressway, Suite 500, Dallas, Texas 75231, U.S.A., and **LIGHTHOUSE UNDERWRITERS, LLC**, a Maryland limited liability company ("Seller"), having a place of business at 7630 Little River Turnpike, Suite 200, Annandale, Virginia 22003, U.S.A.

RECITALS

WHEREAS, Buyer, Seller and certain affiliates of Seller are parties to that certain Asset Purchase Agreement dated to be effective as of January 1, 2006 (the "Asset Purchase Agreement"), providing for the sale by Seller and such affiliates to Buyer of substantially all of the assets of Seller and such affiliates;

WHEREAS, Seller represents and warrants that it is the owner of record of all right, title and interest in and to the United States service marks (the "Marks") now registered in the United States Patent and Trademark Office under Reg. No. **2,749,690** and Reg. No. **3,012,977** as set forth on the attached Schedule A;

WHEREAS, Seller represents and warrants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Marks or the registrations therefor has been or will be made or entered into that would conflict with this assignment and sale; and

WHEREAS, Buyer desires to acquire the entire right, title and interest in and to the above-identified Marks and the registrations therefor, together with that part of the goodwill of the business connected with the use of and symbolized by said Marks.

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

1. Seller does hereby sell, assign, convey and transfer to Buyer, its successors and assigns, all right, title and interest in and to the aforementioned Marks, together with the business, or portion thereof, to which the Marks pertain and the goodwill of the business symbolized by the Marks, as well as the entire right, title, and interest in and to all applications for and registrations of the Marks heretofore granted or applied for, as well as any and all common law rights in and to the Marks in the United States and in any state thereof and in any country in the world, and any and all claims and demands Seller may have either at law or in equity arising out of any past infringements of the Marks.

2. Seller does hereby expressly agree that Buyer may singly, and without assistance or consent from Seller, undertake procedures to record the transfer of the Marks to Buyer 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 Seller with respect to the Marks

(including but not limited to powers of attorney granted to Bean, Kinney & Korman, P.C. or Sughrue Mion PLLC). Seller hereby expressly covenants and agrees that it will promptly cooperate with and assist Buyer in taking the actions set forth in this paragraph to the extent reasonably requested by Buyer.

3. Schedule A is incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Assignment as of the date and in the capacity shown below, to be effective for all purposes as of the date first written above.

Seller:

LIGHTHOUSE UNDERWRITERS, LLC

By: [Signature]
Name: Arthur B. Seifert
Title: Sole Manager

STATE OF VIRGINIA

COUNTY OF ARLINGTON

On this 9th day of FEBRUARY, in the year 2006, before me appeared Arthur B. Seifert personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing assignment instrument on behalf of the Seller, the organization therein named, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he was authorized by the operating agreement of the Seller or a resolution of its Board of Managers to execute said assignment instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public

LISA A. ANTONELLI
Printed or Typed Name of Notary


My commission expires: 12-31-09

SEAL

ACCEPTANCE OF ASSIGNMENT

Buyer:

LIGHTHOUSE ACQUISITION, LLC

By:  _____

Name: Randall G. Goss

Title: Chief Executive Officer

SCHEDULE A

MARKS

Mark	Registration Number	Registration Date	For:
LIGHTHOUSE UNDERWRITERS, LLC and design	2,749,690	8/12/2003	Insurance brokerage services, namely providing property, casualty, professional liability insurance, professional design, and underwriting for specific groups, namely the eldercare industry comprised of assisted living, nursing homes and independent living, communications industries, entertainment industries, the staffing industry and nonprofit organizations through independent agents and brokers, in Class 36 (U.S. CLS. 100, 101 and 102).
Lighthouse design w/o any text	3,012,977	11/8/2005	Insurance brokerage; insurance underwriting services for all types of insurance, in Class 36 (U.S. CLS. 100, 101 and 102).