

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MNU, Inc.	FORMERLY Multinational Underwriters, Inc.	10/20/2005	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Multinational Underwriters, LLC		
Street Address:	107 S. Pennsylvania Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3053878	INTERNATIONAL CITIZEN	
Registration Number:	3028113	MNU	
Registration Number:	3028112	MULTINATIONAL UNDERWRITERS	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5675		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$90.00 3053878

Date:

03/24/2006

Total Attachments: 2

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TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is made and entered into as of the 20th day of October, 2005, by and between MNU, INC., formerly known as MULTINATIONAL UNDERWRITERS, INC., an Indiana corporation ("MNU") and MULTINATIONAL UNDERWRITERS, LLC, a Wisconsin limited liability company ("MUL").

BACKGROUND:

A. MNU is engaged in the business of, among other things, providing health insurance benefits to foreign travelers (for purposes hereof, all of the business currently conducted by MNU is referred to herein collectively as the "Business").

B. Pursuant to Section 721(a) of the Internal Revenue Code of 1986, as amended (the "Code"), MNU desires to transfer to MUL the Business and all assets and liabilities related thereto.

C. MUL desires to accept the transfer of all assets and liabilities related to the Business, and in exchange therefor has agreed to issue membership interests to MNU.

D. The Parties desires set forth their understandings in this Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of Assets and Liabilities. Effective as of 12:01 a.m. on the date hereof, MNU hereby assigns, transfers and conveys to MUL, all right, title and interest of MNU in and to the Business, all assets owned or used by MNU in the Business (collectively, the "Assets") and all liabilities and obligations of the Business (collectively, the "Liabilities"). The transfer of the Business, the Assets and the Liabilities is hereby made "as is and where is" and without any warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.

2. Acceptance by MUL. MUL hereby accepts the assignment of the Business, the Assets and the Liabilities and hereby agrees and covenants to pay, perform and discharge all of the Liabilities. MUL will indemnify and hold harmless MNU and all of MNU's shareholders and directors, from and for any and all damages, losses, deficiencies, actions, judgments, costs, expenses, penalties, liabilities or obligations (including reasonable attorneys' fees) incurred by MNU or any of its shareholders or directors arising out of or relating to the failure of MUL to pay, perform or discharge any of the Liabilities.

3. Issue of Membership Units. The Parties acknowledge and agree that the transfer of the Business and the Assets from MNU to MUL is to be treated as a contribution of capital (the "Capital") from MNU to MUL pursuant to Section 721(a) of the Code and that the value to be assigned to such Capital contributed is \$15,000,000. In consideration for the transfer of the Capital, MUL hereby issues to MNU and MNU hereby subscribes for a total of 9,400 Series A

Units of MUL, which Units will have the rights and preferences set forth in the Articles of Organization of MUL and in any applicable operating agreement of MUL.

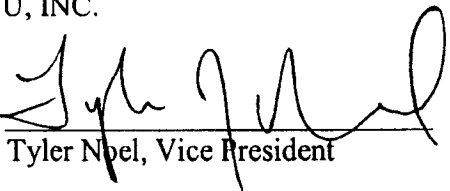
4. Further Assurances. The parties agree to execute such additional documents and to take such additional actions, including without limitation filing any applicable forms and completing any applicable registrations, in order to facilitate the transfer of the Business, the Assets and the Liabilities in accordance with the terms hereof.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law thereunder.

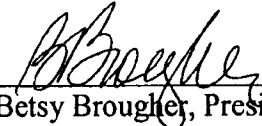
6. Complete Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MNU, INC.

By: 
Tyler Noel, Vice President

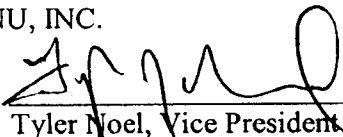
MULTINATIONAL UNDERWRITERS,
LLC


By: 
Betsy Brougher, President

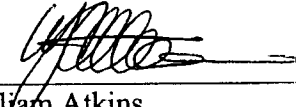
CONSENT OF MEMBERS OF MUL

The undersigned, being all of the members of Multinational Underwriters, LLC, hereby consent to the foregoing transactions, as of the date set forth above.

MNU, INC.

By: 
Tyler Noel, Vice President


Betsy Brougher


William Atkins