

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/03/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr Paul R. Gurtler		04/03/2006	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Kelter Alliant Insurance Services, Inc.
Doing Business As:	DBA ProQuest Insurance Agency
Street Address:	210 Woodward Avenue
Internal Address:	Suite 200
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2695348	PRORISK

CORRESPONDENCE DATA

Fax Number: (212)810-2410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128102400
 Email: aferriso@morea-schwartz.com
 Correspondent Name: Amanda Ferriso
 Address Line 1: 120 Broadway
 Address Line 2: Morea Schwartz, Suite 1010
 Address Line 4: New York, NEW YORK 10271

NAME OF SUBMITTER:	Amanda Ferriso
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OP \$40.00 2695348

Signature:

/s/Amanda Ferriso

Date:

04/05/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) dated this 3rd day of April, 2006 by and between Kelter Alliant Insurance Services, Inc., a Michigan corporation (“**Kelter Alliant**”) and Paul R. Gurtler, an individual resident of the State of Wisconsin (“**Transferor**”). Kelter Alliant and Transferor are sometimes referred to herein individually as a “**Party**,” or collectively, the “**Parties**.”

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement dated April 3, 2006 and executed contemporaneously herewith, by and among, Kelter Alliant, Transferor and certain other parties (the “**Asset Purchase Agreement**”), Transferor shall assign and transfer to Kelter Alliant or its designee a Trademark (as defined below);

WHEREAS, pursuant to the Asset Purchase Agreement, Kelter Alliant will acquire the Transferor’s assets related to, or used in connection with, his insurance agency or brokerage services, and any related insurance brokerage services (“**Company Business**”), including, without limitation, the Trademark; and

WHEREAS, the Transferor’s execution of this Agreement is a condition to Kelter Alliant’s performance of its obligations under the Asset Purchase Agreement;

NOW, THEREFORE, the Parties agree as follows:

WHEREAS, the service mark used by Transferor in connection with Company Business or otherwise and subject to assignment under this Agreement is:

“ProRisk”

1. **ASSIGNMENT:** For good and valuable consideration, including, without limitation, Kelter Alliant’s performance of its obligations pursuant to the Asset Purchase Agreement and all documents and agreements ancillary thereto, receipt and sufficiency of which is acknowledged, Transferor irrevocably assigns, conveys and transfers to Kelter Alliant any and all right, title and interest he has, or may have, as author, designer, owner, user, licensee, or otherwise, in and to “**ProRisk**” and any acronyms, derivations, forms, logos, or designs thereof, including, without limitation, any goodwill in connection therewith (the “**Trademark**”). Transferor acknowledges and agrees that, upon execution hereof, Kelter Alliant (including without limitation, its parent company or any of its subsidiaries) will be the sole and exclusive owner of the Trademark and otherwise vested with sole and exclusive authority to own, use and license the use of the Trademark as it may, in its sole discretion, deem appropriate.

2. REPRESENTATIONS AND COVENANTS OF TRANSFEROR:

A. Transferor has not received any actual notice of, or otherwise has knowledge of, any allegation that the Trademark infringes upon, violates, misappropriates, or conflicts with, the rights of any third party.

B. Transferee agrees to cooperate in any application for a national application that may be filed or prosecuted by Kelter Alliant and will likewise cooperate in the defense against, or the prosecution of any action brought by, Kelter Alliant relating to or in connection with, the Trademark.

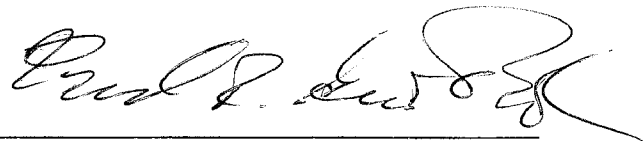
3. MISCELLANEOUS.

A. The Transferor and Kelter Alliant are separate and distinct entities and are neither partners, joint venturers, nor agents of the other. Neither party is the legal representative of the other nor has the power to obligate, bind or act for the other in any manner.

B. This Agreement is made in the State of Wisconsin and shall be governed by Wisconsin law. Wisconsin shall be proper venue for any litigation involving this Agreement.

C. This Agreement may not be modified or amended except by a written document signed by the Party against whom enforcement is sought. Section headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used here, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

Dated: April 3, 2006



PAUL R. GURTLER, Transferor