

**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>
Infinity Insurance Company		12/15/2008	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hillstar Insurance Company		
<b>Street Address:</b>	3700 Colonnade Parkway		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35243		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77512569	INSTRIDE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-579-6959		
<b>Email:</b>	trademarks@kmlaw.com		
<b>Correspondent Name:</b>	Patricia B. Hogan		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	IN0355/IP0001		
<b>NAME OF SUBMITTER:</b>	Patricia B. Hogan		
<b>Signature:</b>	/Patricia B. Hogan/		
<b>Date:</b>	12/22/2008		

OP \$40.00 77512569

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 15 day of Dec, 2008 (“**Effective Date**”) from Infinity Insurance Company, an Indiana corporation located at 3700 Colonnade Parkway, Birmingham, Alabama 35243 (“**Assignor**”) to Hillstar Insurance Company, an Indiana corporation located at 3700 Colonnade Parkway, Birmingham, Alabama 35243 (“**Assignee**”).

WHEREAS, Assignor has adopted, has used, is using and is the owner of the trademark INSTRIDE.COM U.S. Serial No. 77/512,569; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor’s right, title and interest in and to such trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor’s entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. The trademark INSTRIDE.COM, together with the goodwill of Assignor’s business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, “**Trademark**”);

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademark, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition (“**Related Rights**”);

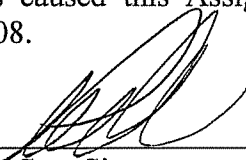
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademark and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademark and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

5. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee’s expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademark and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

6. This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 15<sup>th</sup> day of Dec, 2008.

By:   
Name: Sam Simon  
Title: Secretary

State of Alabama )  
County of Jefferson ) : SS

On this 15<sup>th</sup> day of December 2008, before me appeared Sam Simon, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

  
Signature of Notary Public

My Commission Expires: 4/24/2009