

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
Bank of America Corporation		01/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Balboa Insurance Company		
Street Address:	3349 Michelson Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3655852	TRACKSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(336)733-8473		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(336) 721-3747		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Carlyle Sandridge & Rice, PLLC		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	50195.1251.9		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		
Date:	01/06/2010		

CH \$40.00 3655852

900151332

TRADEMARK
 REEL: 004125 FRAME: 0103

Total Attachments: 3

source=TRACKSOURCE Assignment#page1.tif

source=TRACKSOURCE Assignment#page2.tif

source=TRACKSOURCE Assignment#page3.tif

TRADEMARK

REEL: 004125 FRAME: 0104

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK ("Assignment"), dated as of January 5, 2010, is from BANK OF AMERICA CORPORATION, a corporation organized under the laws of the State of Delaware and having a principal place of business at 100 North Tryon Street, Charlotte, North Carolina 28255 ("Assignor"), to BALBOA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Delaware and having a place of business at 3349 Michelson Drive, Irvine, California 92512 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark registration in the United States for the mark in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said mark, ((i) and (ii) collectively the "Trademark") and (iii) any and all goodwill of the business associated with the Trademark;

WHEREAS, Assignee, is successor to the business of Assignor, or that portion of the ongoing and existing business to which the Trademark pertains and desires to acquire the Trademark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark, and (ii) the goodwill of the business symbolized by the Trademark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark, the Trademark registration and application thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

BANK OF AMERICA CORPORATION

BALBOA INSURANCE COMPANY

By: Janet E. Sullivan
Janet E. Sullivan

By: Janet E. Sullivan
Janet E. Sullivan

Its: Vice President

Its: Assistant Secretary

EXHIBIT A**Registration**

Mark	Reg. No.	Issued
TRACKSOURCE	3,655,852	July 14, 2009

WCSR 4281301v1

RECORDED: 01/06/2010

TRADEMARK
REEL: 004125 FRAME: 0107