

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
Joppel, Inc.		12/15/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HealthCompare Insurance Services, Inc.		
Street Address:	721 S. Parker		
Internal Address:	Suite 100		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92868-4732		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77520615	JOPPEL	
Serial Number:	77520605	JOPPEL	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-861-7357		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Grant A. Monachino		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	042217.000006		
NAME OF SUBMITTER:	Grant A. Monachino		

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**TRADEMARK
 REEL: 004220 FRAME: 0573**

Signature:	/Grant A. Monachino/
Date:	06/08/2010
Total Attachments: 3 source=JOPPEL#page1.tif source=JOPPEL#page2.tif source=JOPPEL#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 15, 2009, from Joppel, Inc., a California corporation ("Assignor"), to HealthCompare Insurance Services, Inc., a Delaware corporation ("Assignee"). Each of Assignor and Assignee may be referred to in this Assignment from time to time as a "Party" or collectively as the "Parties."

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor agreed to sell assets to Assignee, including certain United States trademark applications.

B. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. **Transfer of Trademarks.** Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) all of its United States trademarks and trademark applications set forth on **Schedule A** hereto, together with the goodwill associated therewith (collectively, the "Assigned Trademarks"), (ii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Assigned Trademarks and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Assigned Trademarks and (iii) any and all renewals and extensions thereof that may hereafter be secured under applicable law.

2. **Authorization.** Assignor hereby irrevocably authorizes, empowers and directs the United States Patent and Trademark Office, its commissioner and other offices, to record Assignee as the owner and/or applicant, as the case may be, of each Assigned Trademark.

3. **Miscellaneous.**

a. **Binding Effect: Assignment.** This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Assignor may not assign this Assignment to any Person (it being understood by the parties hereto that any purported assignment by Assignor shall be null and void).

b. **Counterparts: Facsimiles.** This Assignment may be executed in two or more counterparts, each of which shall be enforceable against the party actually executing the counterpart, and all of which together shall constitute one instrument. Facsimile signatures shall be sufficient to bind the parties hereto.


IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby,
have executed and delivered this Assignment on this 15 day of December, 2009.

JOPPEL, INC.

By:

Name:

Title:


GORDON RATKOVIC
COO

HEALTHCOMPARE INSURANCE SERVICES,
INC.

By:

Name:

Title:



[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Assigned Trademarks and Trademark Applications

MARK	APPLICATION NO.	FILING DATE	GOODS/SERVICES	REGISTRATION NO.	STATUS
JOPPEL (WORD MARK)	77/520,615	JULY 11, 2008	CLASS 35-CONSULTING SERVICES, NAMELY, PROVIDING CUSTOMER RELATIONSHIP MANAGEMENT SERVICES FOR OTHERS	n/a	PENDING - STATEMENT OF USE/EXTENSION DUE - FEBRUARY 18, 2010
JOPPEL (WORD MARK)	77/520,605	JULY 11, 2008	<p>CLASS 35-PROVIDING PRICE COMPARISON AND COMPARISON SHOPPING INFORMATION AND CONSULTATION SERVICES REGARDING INSURANCE PURCHASES; CONSUMER RESEARCH SERVICES CONCERNING INSURANCE</p> <p>CLASS 36- INSURANCE SERVICES, NAMELY, PROVIDING INFORMATION REGARDING HEALTH CARE INSURANCE, DENTAL INSURANCE, VISION BENEFITS PLAN INFORMATION, PRESCRIPTION DRUG PLAN INFORMATION, AND HEALTH SAVINGS ACCOUNT INFORMATION VIA A GLOBAL COMPUTER NETWORK; CONSULTING SERVICES FOR CONSUMERS CONCERNING INSURANCE</p> <p>CLASS 42- COMPUTER SERVICES, NAMELY, PROVIDING A SEARCH ENGINE FOR LOCATING INFORMATION AND PROVIDING INFORMATION REGARDING HEALTH CARE INSURANCE, DENTAL INSURANCE, VISION BENEFITS PLAN INFORMATION, PRESCRIPTION DRUG PLAN INFORMATION, AND HEALTH SAVINGS ACCOUNT INFORMATION VIA A GLOBAL COMPUTER NETWORK</p>	N/A	PENDING - STATEMENT OF USE/EXTENSION DUE - FEBRUARY 18, 2010