

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
OneBeacon Insurance Company		06/24/2010	COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Tower Group, Inc.
Street Address:	120 Broadway, 31st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10271
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1064640	MASTER DRIVER
Registration Number:	3121232	ONECHOICE HOMEOWNERS
Registration Number:	3121233	ONECHOICE UMBRELLA
Registration Number:	3392258	ONECHOICE WATERCRAFT
Registration Number:	3124057	ONECHOICE PACKAGE
Registration Number:	3411983	ONECHOICE CUSTOM PAC
Registration Number:	3322164	LANDLORD PROTECTOR PLUS
Registration Number:	3230146	A ADIRONDACK INSURANCE EXCHANGE

CORRESPONDENCE DATA

Fax Number: (212)940-8671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-940-8673
 Email: jan.tamulewicz@kattenlaw.com
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900176406

**TRADEMARK
 REEL: 004421 FRAME: 0922**

CH \$215.00 1064640

Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER: 341508/00001

NAME OF SUBMITTER: Jan Tamulewicz

Signature: /Jan Tamulewicz/

Date: 11/29/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) effective as of this 1st day of July, 2010, is made by OneBeacon Insurance Company, an insurance company organized under the laws of the Commonwealth of Pennsylvania, having its principal place of business at One Beacon Lane, Canton, Massachusetts 02021 (“**Assignor**”), to Tower Group, Inc., a corporation organized under the laws of the State of Delaware, having its principal place of business at 120 Broadway, 31st Floor, New York, New York 10271 (“**Assignee**” and, together with Assignor, each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, OneBeacon Insurance Group, Ltd., an exempted limited liability company organized under the laws of Bermuda, and certain of its subsidiaries, including Assignor, and Assignee entered into that certain Purchase Agreement (the “**Purchase Agreement**”) dated as of February 2, 2010, as amended, setting forth the terms and conditions of the sale by Assignor to Assignee of certain assets, including the U.S. trademark registrations listed on Exhibit A attached hereto (hereinafter collectively, the “**Marks**”);

WHEREAS, in accordance with its obligations under the Purchase Agreement, Assignor is willing to assign to Assignee all of Assignor’s right, title and interest in and to the Marks, and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire Assignor’s entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used;

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee do hereby agree as follows:

1. Assignment of Marks.

- (a) Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey unto Assignee, its successors, legal representatives and assigns all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business associated with said Marks and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, legal representatives and assigns, as fully and entirely as said rights would have been held and enjoyed by Assignor, had this assignment not been made.
- (b) Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment,

and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Assignment.

2. Purchase Agreement. Each Party acknowledges and agrees that the terms and conditions of the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


3. Applicable Law. This Agreement and any dispute arising out of this Agreement shall in all respects be construed in accordance with and governed by the Laws of the State of New York applicable to contracts made in the State of New York to be performed in the State of New York. Any proceeding brought with respect to this Agreement must be brought in any court of competent jurisdiction located in New York County and, by execution and delivery of this Agreement, each party (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all of the parties need not sign the same counterpart. Delivery of an executed counterpart by facsimile or other means of electronic transmission will have the same effect as manual delivery thereof.

5. Amendment and Supplements. This Agreement may be amended or supplemented at any time by additional written agreements signed by, or on behalf of the Parties, as may mutually be determined by the Parties to be necessary, desirable or expedient to further the purpose of this Agreement or to clarify the intention of the Parties.

[Signature Page Follows]

Exhibit A

<u>Mark</u>	<u>Registration No.</u>
MASTER DRIVER	1,064,640
ONECHOICE HOMEOWNERS	3,121,232
ONECHOICE UMBRELLA	3,121,233
ONECHOICE WATERCRAFT	3,392,258
ONECHOICE PACKAGE	3,124,057
ONECHOICE CUSTOM PAC	3,411,983
LANDLORD PROTECTOR PLUS	3,322,164
 ADIRONDACK INSURANCE EXCHANGE	3,230,146