

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
Edify, LLC		06/30/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Insurance Services USA, Inc.		
Street Address:	150 N. Michigan Avenue		
Internal Address:	Suite 4100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3084222	EDIFY	
CORRESPONDENCE DATA			
Fax Number:	(814)453-4530		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8144592800		
Email:	mdenlinger@kmgslaw.com		
Correspondent Name:	Mark A. Denlinger, Esquire		
Address Line 1:	120 West Tenth Street		
Address Line 4:	Erie, PENNSYLVANIA 16501		
ATTORNEY DOCKET NUMBER:	0051376.0308		
NAME OF SUBMITTER:	Mark A. Denlinger		
Signature:	/mark a denlinger/		

OP \$40.00 3084222

Date:

07/18/2011

Total Attachments: 4

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of July 1, 2011, by EDIFY, LLC, a Florida limited liability company with its principal place of business at Plaza 100, Suite 1050, 100 NE 3rd Avenue, Fort Lauderdale, FL 33301 ("Assignor"), to WELLS FARGO INSURANCE SERVICES USA, INC., a Delaware corporation with an address at 150 N. Michigan Avenue, Suite 4100, Chicago, IL 60601 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Purchase Agreement dated as of June 14, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the trade names, marks and trademarks owned or used by Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks and trademarks listed on Schedule A annexed hereto and the service mark and trademark applications and trade names listed on Schedule B annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty is to issue trademark registrations, to issue the certificate of registration for any registration resulting from the Trademarks listed on the attached Schedule A to the Assignee, and to its successors or assigns, in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

EDIFY, LLC


By: Howard S. Gruverman
Name: Howard Gruverman
Title: Chairman and Chief Executive Officer

[SEAL]

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STATE OF FLORIDA
COUNTY OF BROWARD

I hereby certify that on this 30th day of June, 2011, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Howard Gruverman, as Chairman and Chief Executive Officer of Edify, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification, who did/did not take an oath, who is known to me to be the person who executed the attached Assignment of Service Marks and Trademarks and who acknowledged before me that [s]he executed the same.

NOTARY PUBLIC-STATE OF FLORIDA
 William J. Gross
Commission #DD991337
Expires: MAY 12, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

William J. Gross
Notary Public
William J. Gross
Print Name
My Commission Expires: 5/12/14

SCHEDULE A

Registered Service Marks and Trademarks

Word Mark: EDIFY
Serial Number: 76622233
Filing Date: November 29, 2004
Registration Number: 3084222
Registration Date: April 25, 2006
Type of Mark: Service Mark

SCHEDULE B

Pending Service Mark or Trademark Applications

NONE

Unregistered Service Marks and Trademarks

“EDIFY”

Trade Names

“EDIFY”