

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Techinsurance Group, LLC		10/11/2011	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ContractEdge, LLC		
<b>Street Address:</b>	1301 Central Expressway South		
<b>Internal Address:</b>	Suite 115		
<b>City:</b>	Allen		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75013		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2380513	CONTRACT EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)969-4343		
<b>Phone:</b>	2149694280		
<b>Email:</b>	trademarkdallas@akingump.com, aashley@akingump.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Akin Gump Strauss Hauer & Feld LLP		
<b>Address Line 1:</b>	1700 Pacific Avenue		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	688105.0001		
<b>NAME OF SUBMITTER:</b>	David L. Odom		

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**TRADEMARK  
 REEL: 004645 FRAME: 0727**

Signature:	/DLO/
Date:	10/21/2011
Total Attachments: 4 source=ContractEdge IP Assignment - EXECUTED#page1.tif source=ContractEdge IP Assignment - EXECUTED#page2.tif source=ContractEdge IP Assignment - EXECUTED#page3.tif source=ContractEdge IP Assignment - EXECUTED#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*IP Assignment*”), dated as of October 11, 2011 (the “*Effective Date*”), is made and entered into by Techinsurance Group, LLC, a Texas limited liability company having an address of 1301 Central Expressway South, Suite 115, Allen, Texas 75013 (the “*Assignor*”), to and in favor of ContractEdge, LLC, a Texas limited liability company having an address of 1301 Central Expressway South, Suite 115, Allen, Texas 75013 (the “*Assignee*”).

**WHEREAS**, the Assignor and the Assignee are parties to that certain Assignment and Assumption Agreement, dated as of October 11, 2011 (the “*Asset Assignment Agreement*”), pursuant to which the Assignor assigned certain of its assets to the Assignee; and

**WHEREAS**, in connection with the Asset Assignment Agreement, the Assignor wishes to assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor’s right, title and interest in any jurisdiction throughout the world in and to the Assignor’s intellectual property listed on Schedule A attached hereto (the “*Owned Intellectual Property*”).

**NOW, THEREFORE**, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee its entire right, title and interest in and to the Owned Intellectual Property, including all goodwill associated with the trademarks listed on Schedule A attached hereto, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Owned Intellectual Property, with the right to sue for and collect the same for the Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, the Assignee as the assignee and owner of the Owned Intellectual Property.

The Assignor shall take all further reasonable actions, and provide to the Assignee, the Assignee’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by the Assignee to more fully and effectively effectuate the purposes of this IP Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal

of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Owned Intellectual Property and this IP Assignment; (3) obtaining by the Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this IP Assignment in all applicable jurisdictions throughout the world.

This IP Assignment is intended solely to effect the transfer of certain property transferred pursuant to the Asset Assignment Agreement, and no provision of this IP Assignment shall rescind or waive any of the express provisions set forth in the Asset Assignment Agreement. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

**[SIGNATURE PAGE FOLLOWS]**



**SCHEDULE A**

**OWNED INTELLECTUAL PROPERTY**

A. Marks

1. Registrations/Applications

Trade mark: Contract Edge

Goods covered: Computer software for word processing of legal contracts

Reg. No. 2,380,513

All goodwill and rights associated with the application for Contract Edge

B. Domain Names

www.contractedge.com

C. Copyrights/Works of Authorship

Unregistered Copyright;

All content of the contractedge.com website existing as of the Effective Date.