

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement for the Transfer of the Business		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aon Capital Markets Limited		09/29/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Aon Benfield Securities Limited		
Street Address:	8 Devonshire Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 4PL		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78950057	RE-EX	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(216) 586-1402		
Email:	skoston@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	644674605001		
DOMESTIC REPRESENTATIVE			
Name:	Timothy P. Fraelich		

CH \$40.00 78950057

Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Timothy P. Fraelich

Signature: /Timothy P. Fraelich/

Date: 11/15/2012

Total Attachments: 12
source=Aon#page1.tif
source=Aon#page2.tif
source=Aon#page3.tif
source=Aon#page4.tif
source=Aon#page5.tif
source=Aon#page6.tif
source=Aon#page7.tif
source=Aon#page8.tif
source=Aon#page9.tif
source=Aon#page10.tif
source=Aon#page11.tif
source=Aon#page12.tif

~~DRAFT 3~~

AON CAPITAL MARKETS LIMITED
AND
AON BENFIELD SECURITIES LIMITED

**AGREEMENT FOR THE TRANSFER
OF THE BUSINESS OF AON CAPITAL MARKETS LIMITED
TO AON BENFIELD SECURITIES LIMITED**

A handwritten signature in black ink, appearing to be 'JMC', located in the bottom right corner of the page.

**TRADEMARK
REEL: 004900 FRAME: 0707**

CONTENTS

Clause	Page
1. Interpretation	1
2. Sale And Purchase.....	3
3. Purchase Price	4
4. Indemnity And Conduct Of Claims	4
5. Contracts	5
6. Post-Closing Obligations	5
7. General	6
8. Entire Agreement.....	6
9. Assignment.....	6
10. Notices.....	6
11. Governing Law	6
12. Counterparts	7
SCHEDULE 1 EXCLUDED ASSETS	8
SCHEDULE 2 EXCLUDED LIABILITIES.....	9

dm

29 September 2009

THIS AGREEMENT is made on 2009

BETWEEN:

- (1) **AON CAPITAL MARKETS LIMITED**, a company incorporated in England and Wales (registered no. 1201769), whose registered office is at 8 Devonshire Square, London EC2M 4PL (the "Transferor"); and
- (2) **AON BENFIELD SECURITIES LIMITED**, a company incorporated in England and Wales (registered no. 3317553), whose registered office is at 8 Devonshire Square, London EC2M 4PL (the "Transferee").

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Act" means the Companies Act 1985;

"Assets" means all the property and assets owned by the Transferor and used by the Transferor in connection with the Business including but not limited to

- (a) the Receivables;
- (b) the benefit (subject to the burden) of the Contracts;
- (c) all cash in hand and at bank;
- (d) the Intellectual Property Rights;
- (e) the Business Information;
- (f) the Office Equipment; and
- (g) the Intangible Assets,

but excluding the Excluded Assets;

"Assumed Liabilities" means all liabilities and obligations of the Transferor in respect of the Business falling due for performance or satisfaction on or after the Closing Date other than the Excluded Liabilities;

"Business" means the business carried on by the Transferor including, without limitation, the Transferor's reinsurance and insurance capital markets advisory business;

"Business Information" means all information, know-how and documentation (in whichever medium it is stored) relating to the Business and Assets at Closing, including, without limitation, all correspondence, lists of customers and suppliers, technical or computer hardware or software materials;

"Closing" means completion of the sale and purchase of the Business in accordance with this Agreement;

"Closing Date" means 30 September 2009 or such other date as the parties may agree in writing;

"Contracts" means all the contracts to which the Transferor is a party and which relate to the Business and are unperformed (wholly or partly) at the Effective Time including, without limitation, licensing agreements, terms of business agreements with customers, supplier contracts, but not including any insurance contracts under which the Transferor is an insured entity and not including the agreement dated 31 March 1998 between the Transferor and Aon Group Limited (now known as Aon Limited) and "Contract" means any one of the Contracts;

"Effective Time" means 00.01 a.m. on the Closing Date or such other time as is agreed in writing between the Transferee and the Transferor;

"Excluded Assets" means the assets set out in Schedule 1;

"Excluded Liabilities" means the liabilities set out in Schedule 2;

"Intangible Assets" means all intangible assets used by the Transferor in connection with the Business;

"Intellectual Property" means:

- (a) patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and email addresses, unregistered trade marks and service marks, copyrights, database rights, rights in software, know-how, rights in designs and inventions;
- (b) rights under consents, orders, statutes or otherwise in relation to a right in paragraph (a); and
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights;

"Intellectual Property Rights" means all Intellectual Property owned by the Transferor at the Closing Date;

"Office Equipment" means the office equipment and furnishings and other similar articles owned or leased by the Transferor and used in connection with the Business;

"Receivables" means the Transferor's rights to receive revenues, fees, income or payment and any other entitlements and right of every kind to receive money or payment with respect to the Business, save to the extent they relate to any Excluded Asset or Excluded Liability.

1.2 In this Agreement, a reference to:

- 1.2.1 liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;
- 1.2.2 a party being liable to another party, or to liability, includes, but is not limited to, any liability in equity, contract or tort (including negligence) or under the Misrepresentation Act 1967;

- 1.2.3 a document in the "agreed form" is a reference to a document in a form approved and for the purposes of identification signed by or on behalf of the Transferee and the Transferor;
- 1.2.4 a statutory provision (except where stated otherwise) includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;
- 1.2.5 a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);
- 1.2.6 an individual includes a reference to that individual's legal personal representatives, successors and permitted assigns;
- 1.2.7 a "party" includes a reference to that party's successors and permitted assigns;
- 1.2.8 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or schedule to, this Agreement;
- 1.2.9 any legal term under the law of England and Wales for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include what most nearly approximates in that jurisdiction to the legal term and to any statute applicable in England and Wales shall be construed so as to include equivalent or analogous laws of any other jurisdiction; and
- 1.2.10 a time of day is a reference to the time in London, United Kingdom.
- 1.3 In this Agreement "include" or "including" are to be construed without limitation.
- 1.4 The headings in this Agreement do not affect its interpretation.
- 2. SALE AND PURCHASE**
- 2.1 The Transferor agrees to sell with full title guarantee, and the Transferee agrees to purchase, in each case with effect from the Effective Time, the Business as a going concern and the Assets, and to assume the Assumed Liabilities, subject to clauses 2.2 and 5.
- 2.2 The Excluded Assets and Excluded Liabilities are not included in the sale of the Business and the Assets.
- 2.3 If, at any time within 12 months after Closing, the Transferee identifies any Intellectual Property Rights owned by the Transferor and required by it for the operation of the Business, the Transferee may notify the Transferor of such Intellectual Property Rights and request that all the rights, title and interest in such Intellectual Property Rights be assigned to the Transferee (or its nominee) on the terms of clause 2.1.
- 2.4 On receipt of a notice under clause 2.3, the Transferor shall promptly assign all the rights, title and interest (free from all third party rights) in such Intellectual Property Rights



absolutely to the Transferee (or its nominee) for no consideration on the terms of clause 2.1.

- 2.5 The Transferor shall notify the Transferee promptly upon it coming to its attention that there are any Intellectual Property Rights owned by the Transferor which have not been previously identified to the Transferee.

3. PURCHASE PRICE

- 3.1 The purchase price of the Business and Assets is [REDACTED] (market value) which shall be payable by the Transferee to the Transferor on Closing.

- 3.2 At Closing the Transferor shall:

3.2.1 transfer by delivery to the Transferee all of those Assets which are transferable by delivery;

3.2.2 transfer to the Transferee all the other Assets not transferred pursuant to clause 3.2.1 subject to the provisions of clause 6.

4. INDEMNITY AND CONDUCT OF CLAIMS

- 4.1 The Transferee shall indemnify the Transferor against each uninsured loss, liability, cost and expense which the Transferor may suffer or incur in connection with the Assumed Liabilities or the ownership or operation of the Business and the Assets on or after Closing (an "Indemnified Claim") save to the extent that such Indemnified Claim arises from or is increased by the Transferor's failure to comply with its obligations under this Agreement. For the avoidance of doubt this indemnity does not extend to any liability identified in Schedule 2 (Excluded Liabilities).

- 4.2 If the Transferor becomes aware of a matter which might give rise to an Indemnified Claim:

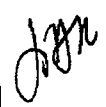
4.2.1 the Transferor shall notify the Transferee immediately of the matter (stating in reasonable detail the nature of the matter and, if practicable, the amount claimed); and

4.2.2 the Transferor shall, at the Transferee's sole risk and cost, take any action and institute any proceedings, give any information and assistance and do or refrain from doing all such things, as the Transferee may in its absolute discretion request.

- 4.3 If the Transferee pays to the Transferor an amount in respect of an Indemnified Claim and the Transferor subsequently recovers or is or becomes entitled to recover from another person an amount which is referable to the matter giving rise to the Indemnified Claim (the "Sum Recovered"), the Transferor shall immediately notify the Transferee and, if relevant, shall (at the cost of the Transferee) take such action as the Transferee may, in its absolute discretion, require to enforce the recovery against the person in question; and

4.3.1 the Transferor shall hold the Sum Recovered on trust for the Transferee absolutely and immediately pay to the Transferee the Sum Recovered; or

4.3.2 if the Transferee has not already paid an amount in satisfaction of an Indemnified Claim, the Transferor shall retain the Sum Recovered and the



amount of the Indemnified Claim, for which the Transferee would have been liable, shall be reduced by and to the extent of the Sum Recovered.

- 4.4 For the purposes of clause 4.3, the definition of "Sum Recovered" includes any interest in respect of the amount recovered from the person.
- 4.5 Nothing in this Agreement shall restrict or limit the Transferor's general obligation at law to mitigate any loss or damage which it may incur in consequence of a matter giving rise to an Indemnified Claim.
- 4.6 To the extent that any of the rights to the Receivables do not fully vest in the Transferee at Closing, the Transferor agrees, at the Transferee's sole risk and cost, to take all such actions as are required of it by the Transferee to enable the Transferee to exercise, enforce, enjoy or defend such rights and shall (to the extent permitted by law) hold such rights on trust for the Transferee absolutely until such rights are so vested.

5. **CONTRACTS**

- 5.1 Subject to clause 5.2.2, after the Effective Time the Transferee shall perform all the Transferor's obligations to be performed after the Effective Time under each Contract (other than settlement of Indemnified Claims) in accordance with the terms of the Contract.
- 5.2 If a Contract cannot be transferred to the Transferee except by an assignment made with a specified person's consent or by a novation agreement:
 - 5.2.1 both before and after the Effective Time the Transferee and the Transferor shall each make all reasonable efforts to obtain the person's consent to the assignment, or achieve the novation, of the Contract; and
 - 5.2.2 until the consent is obtained or novation is achieved, the Transferor shall do each act and thing reasonably requested of it by the Transferee to enable performance of the Contract and to provide for the Transferee the benefits of the Contract (including, without limitation, enforcement of a right of the Transferor against another party to the Contract arising out of its termination by the other party or otherwise).

6. **POST-CLOSING OBLIGATIONS**

- 6.1 If title to any of the Assets is not effectively vested in the Transferee at Closing then the Transferor holds such property or assets on trust for the Transferee until title is effectively vested in the Transferee.
- 6.2 On receiving the Transferee's or the Transferor's reasonable request the Transferor or the Transferee (respectively) shall do and execute, or arrange to be done and executed, each act, document and thing necessary to implement this Agreement.
- 6.3 The Transferor shall immediately give to the Transferee all payments, notices, correspondence, information or enquiries in relation to the Transferee, the Assets or the Assumed Liabilities which it receives after Closing or as the Transferee shall request after Closing.
- 6.4 The Transferee shall allow the Transferor and its agents and any other person authorised by the Transferor:

- 6.4.1 to inspect the Business Information at all reasonable times during usual business hours; and
 - 6.4.2 at the Transferor's cost, to take copies of any of the Business Information the Transferor reasonably requires.
- 6.5 The Transferor shall not dispose of any interest in the Excluded Assets without the prior consent of the Transferee (which may be withheld at the absolute discretion of the Transferee).

7. GENERAL

- 7.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.
- 7.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 7.3 The Transferee's rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- 7.4 Except to the extent that they have been performed and except where this Agreement provides otherwise, the obligations contained in this Agreement remain in force after Closing.
- 7.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that act.

8. ENTIRE AGREEMENT

This Agreement and the agreements entered into pursuant to this Agreement constitute the entire agreement between the parties and supersede any previous agreements between the parties relating to the subject matter of this Agreement.

9. ASSIGNMENT

The Transferee may assign and transfer any of its rights under this Agreement in whole or in part and without restriction.

10. NOTICES

A notice or other communication under or in connection with this Agreement (a "Notice") shall be in writing and delivered to the address shown in the parties clause at the start of this Agreement or to such other address as shall have been notified by a party to the other in accordance with the terms of this clause.

11. GOVERNING LAW

- 11.1 This Agreement is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement ("Dispute").

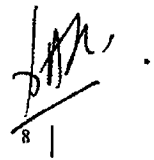
11.2 The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly that they will not argue to the contrary.

12. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

**SCHEDULE 1
EXCLUDED ASSETS**

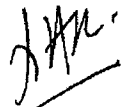
The inter-company receivable of [REDACTED] from Aon Benfield Holdings Limited.



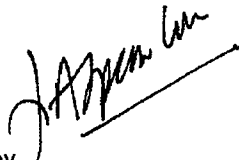
Handwritten signature in black ink, appearing to be 'J.M.' with a horizontal line underneath.

**SCHEDULE 2
EXCLUDED LIABILITIES**

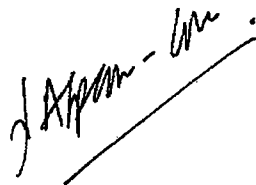
1. All liabilities (whether insured or uninsured) in respect of claims by any person arising by reason of any act or omission by the Transferor (including without limitation all claims by any person in connection with services supplied by the Transferor).



EXECUTED by the parties



Signed by)
for and on behalf of)
AON CAPITAL MARKETS LIMITED)



Signed by)
for and on behalf of)
AON BENFIELD SECURITIES LIMITED)

