

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QBE Holdings, Inc.		10/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National General Holdings Corp.		
Street Address:	2839 Paces Ferry Road, Ste. 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4418045	ASSET ADVANTAGE	
Registration Number:	4134325	QBE FIRST	
Registration Number:	4512219	QSHIELD	
Registration Number:	3769077	RECOVERNOW	
Registration Number:	3763164	REPOSOURCE	
Registration Number:	3655852	TRACKSOURCE	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4142733500		
Email:	jgregor@gklaw.com		
Correspondent Name:	Jennifer L. Gregor; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	013746-0008		
NAME OF SUBMITTER:	Jennifer L. Gregor		
SIGNATURE:	/Jennifer L. Gregor/		
DATE SIGNED:	03/03/2016		

CH \$165.00 4418045

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of October 1, 2015, is made by and among QBE Investments (North America), Inc., a Delaware corporation (“QBENA”), and QBE Holdings, Inc., a Delaware corporation (together with QBENA, “Assignors”), each on behalf of itself and each of its Controlled Affiliates (as defined in the Master Transaction Agreement (as defined below)) (other than the Company and the Transferred Subsidiaries (each as defined in the Master Transaction Agreement)), on the one hand, and National General Holdings Corp., a Delaware corporation (“Assignee”), on the other hand.

RECITALS

WHEREAS, Assignors and Assignee have entered into that certain Master Transaction Agreement, dated as of July 15, 2015 (the “Master Transaction Agreement”), pursuant to which Assignors have agreed to sell or cause to be sold the Business (as defined in the Master Transaction Agreement) to Assignee, as more fully described in the Master Transaction Agreement and upon the terms and conditions set forth therein;

WHEREAS, pursuant to Section 2.02(b) of the Master Transaction Agreement, Assignors wish to assign to Assignee, and Assignee wishes to assume from Assignors, the Transferred Assets and the Transferred Liabilities; and

WHEREAS, the execution and delivery of this Agreement by Assignors and Assignee is a condition to the obligations of Assignors and Assignee to consummate the Closing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Master Transaction Agreement.

2. Assignment and Assumption. As of the date hereof, pursuant to the requirements of the Master Transaction Agreement:

(a) Assignors hereby irrevocably and unconditionally assign to Assignee, and its successors and permitted assigns, (i) all of Assignors’ right, title and interest in, to and under each Transferred Asset, without any representations, warranties or other obligations or duties on the part of Assignors, except as set forth in the Master Transaction Agreement (provided, however, that with respect to any Transferred Asset for which a third-party consent has not been obtained as of the date hereof, such assignment shall be effective only as of the date, if any, such consent is obtained), and (ii) the Transferred Liabilities.

(b) Assignee hereby irrevocably and unconditionally (i) assumes all of Assignors’ right, title and interest in, to and under each Transferred Asset, and (ii) assumes and agrees to pay, perform, discharge and be responsible for, otherwise indemnify, defend and hold

harmless Assignors and their Affiliates (other than the Company and the Transferred Subsidiaries) for the Transferred Liabilities.

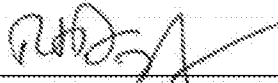
3. No Modification of the Master Transaction Agreement. Nothing contained herein shall release Assignors or Assignee from any of their respective obligations under the Master Transaction Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Master Transaction Agreement. In the event of any conflict or inconsistency between the terms of the Master Transaction Agreement and the terms hereof, the terms of the Master Transaction Agreement shall govern.

4. General Provisions. Sections 11.02 (Expenses), 11.03 (Notices), 11.05 (Severability), 11.07 (Assignment), 11.08 (No Third-Party Beneficiaries), 11.09 (Amendment; Waiver), 11.11 (Submission to Jurisdiction), 11.12 (Governing Law), 11.13 (Waiver of Jury Trial), 11.14 (Specific Performance), 11.15 (Rules of Construction) and 11.16 (Counterparts) of the Master Transaction Agreement are each hereby incorporated by reference *mutatis mutandis*.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

QBE INVESTMENTS (NORTH AMERICA), INC.

By: 
Name: Richard Dziadzio
Title: Chief Financial Officer

QBE HOLDINGS, INC.

By: 
Name: Richard Dziadzio
Title: Chief Financial Officer

NATIONAL GENERAL HOLDINGS CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

QBE INVESTMENTS (NORTH AMERICA), INC.

By: _____
Name:
Title:

QBE HOLDINGS, INC.

By: _____
Name:
Title:

NATIONAL GENERAL HOLDINGS CORP.

By: Mike Noe
Name: Mike Noe
Title: Chief Financial Officer

Schedule 2.02(b)(i)
Transferred Assets

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6. The following intellectual property:

Mark	Owner	U.S. PTO Reg. Number
Asset Advantage®	QBE Holdings, Inc.	4418045
QBE FIRST®	QBE Holdings, Inc.	4134325

QSHIELD®	QBE Holdings, Inc.	4512219
Recovernow®	QBE Holdings, Inc.	3769077
Reposource®	QBE Holdings, Inc.	3763164
Tracksource®	QBE Holdings, Inc.	3655852
Superior Solutions from People You Trust	QBE Holdings, Inc.	Common Law
ClientSource	QBE Holdings, Inc.	Common Law
Risk-Based Protection	QBE Holdings, Inc.	Common Law
Patent	Owner	Number
Insurance Claims Processing	QBE Holdings, Inc.	App 12/579971

[REDACTED]

- [REDACTED]

- [REDACTED]