

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Policy Store Inc.		09/12/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	1-800-Medigap Holdings, LLC		
Street Address:	4150 I-30 West		
City:	Caddo Mills		
State/Country:	TEXAS		
Postal Code:	75135		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4068891	1-800-MEDIGAP	
CORRESPONDENCE DATA			
Fax Number:	9722393332		
<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:	972-239-3330		
Email:	atarver@slnlegal.com		
Correspondent Name:	Law Offices of Shanna Nugent, PC		
Address Line 1:	14285 Midway Rd, Ste 130		
Address Line 4:	Addison, TEXAS 75001		
NAME OF SUBMITTER:	Amanda Tarver		
SIGNATURE:	/Amanda Tarver/		
DATE SIGNED:	09/26/2014		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT
AND
DOMAIN NAME TRANSFER AGREEMENT

This Trademark Assignment and Domain Name Transfer Agreement (this "*Agreement*"), dated effective as of September 12, 2014, is by and between Policy Store Inc., a Texas corporation, (the "*Assignor*") and 1-800-Medigap Holdings, LLC, a Texas limited liability company (the "*Purchaser*", together with the Assignor, the "*Parties*").

RECITALS:

WHEREAS, the Assignor and the Purchaser have entered into that certain Contribution Agreement, dated as of September 12, 2014 (the "*Contribution Agreement*") in order to contribute the assets and properties of the Assignor to the Purchaser, in exchange for membership interests in the Purchaser;

WHEREAS, pursuant to the Contribution Agreement, the Assignor desires to assign and transfer to the Purchaser all of Assignor's right, title, and interest in and to all of the intellectual property of Assignor;

WHEREAS, the Assignor has adopted and used, and continues to use, the marks set forth and identified on Schedule 1, attached hereto (collectively, the "*Trademarks*"), some of which are the subject of U.S. registration, as identified on Schedule 1;

WHEREAS, the Assignor is the owner and registrant of certain domain names identified in Schedule 2, attached hereto (collectively, the "*Domain Names*");

WHEREAS, each of the Domain Names are registered with the respective registrar as listed next to their names on Schedule 2, attached hereto (collectively, the "*Registrars*"); and

WHEREAS, the Purchaser is desirous of acquiring any and all rights that Assignor may have throughout the world in and to (i) the Trademarks and any applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof, and (ii) the Domain Names and registrations therefor.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment of Intellectual Property

(a) The Assignor does hereby assign unto Purchaser, all of Assignor's rights, title and interest in and to all trademarks, service marks designs, logos, indicia, trade names, trade dress, corporate names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Assignor (as itself, or as a predecessor-in-interest or successor-in-interest thereto) or adopted and used in its business (including without limitation the Trademarks) and all of the registrations therefor, all common law and other rights in and to such marks, together with the goodwill of the business in connection with which such marks, including without limitation the Trademarks, are used and which is symbolized by such marks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof, (collectively, the "IP").

(b) The Assignor does hereby transfer, assign and convey all of the Assignor's rights, title and interest, including with the Registrar, in the Domain Names to the Purchaser.

Section 2. Representations and Warranties of Assignor. The Assignor hereby represents and warrants to the Purchaser that the statements contained below are correct and complete as of the date of this Agreement.

(a) The Assignor is an entity duly created, formed or organized, validly existing, and in good standing under the laws of Texas. The Assignor is duly authorized to conduct its business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) The Assignor has the entity power and authority to execute and deliver this Agreement, and to perform and consummate the transactions contemplated herein. The Assignor has taken all actions necessary to authorize the execution and delivery of this Agreement, the performance of the obligations hereunder of the Assignor, and the consummation of the transactions herein. This Agreement has been duly executed and delivered by, and is enforceable against the Assignor, except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the rights of creditors, and general principles of equity.

(c) The execution and the delivery of this Agreement by the Assignor and the performance of its obligations hereunder, and consummation of the transactions contained herein will not (a) breach any law or order to which the Assignor is subject; (b) breach any contract, order, or permit to which either Assignor is a party or by which the Assignor is bound or to which any of its assets is subject (or result in the imposition of any lien or encumbrance upon any of its assets); (c) any provision of the organizational documents of the Assignor; and (d) require any additional consent.

(d) The Assignor possesses all rights, title and interest in and to the Trademarks and Domain Names, in each case free and clear of all liens and encumbrances. The Assignor owns, or possesses adequate rights to use, the Trademarks and Domain Names. The Trademarks and Domain Names are not subject to any order or decree from any governmental body. No action, suit or proceeding is pending or threatened (and there is no basis for any such action, suit or proceeding) which challenges the enforceability, use, or ownership of any Trademark or Domain Name. The Trademarks and Domain Names do not interfere, infringe, misappropriate or conflict with any other person's or entity's intellectual property.

Section 3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Assignor that the statements contained below are correct and complete as of the date of this Agreement.

(a) The Purchaser is an entity duly created, formed or organized, validly existing, and in good standing under the laws of Texas. The Purchaser is duly authorized to conduct its business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) The Purchaser has the entity power and authority to execute and deliver this Agreement, and to perform and consummate the transactions contemplated herein. The Purchaser has taken all actions necessary to authorize the execution and delivery of this Agreement, the performance of the Purchaser's obligations hereunder, and the consummation of the transactions herein. This Agreement has been duly executed and delivered by, and is enforceable against the Purchaser, except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the rights of creditors, and general principles of equity.

(c) The execution and the delivery of this Agreement by the Purchaser and the performance of its respective obligations hereunder, and consummation of the transactions contemplated herein by the Purchaser will not (a) breach any law or order to which the Purchaser is subject or any provision of the organizational documents of the Purchaser; (b) breach any contract, order, or permit to which the Purchaser is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any lien or encumbrance upon any of its assets); or (c) require any consent, which has already been obtained.

Section 4. Further Assurances.

(a) The Assignor hereby agrees to execute and deliver at the request of the Purchaser, all papers, instruments, and assignments, and to perform any other reasonable acts the Purchaser

may require in order to vest all of the Assignor's rights, title and interest in and to the IP (including without limitation the Trademarks) to the Purchaser and to provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate said assignment.

(b) The Assignor shall file all necessary notices and documents with the Registrar as are needed to effectuate the terms of this Agreement. All costs related to filing such notices and documents shall be paid by the Assignor.

Section 5. Indemnification. The Assignor will indemnify, defend and hold harmless the Purchaser, any affiliate of the Purchaser, and their respective directors, officers, members, managers, agents, employees, advisor, accountants and counsel (each referred to herein as an "*Indemnified Party*") from and against any and all losses, costs, claims, penalties, damages, liabilities, deficiencies, judgments, or reasonable expenses of every kind and nature (including reasonable attorney's fees and court costs) incurred by an Indemnified Party, directly or indirectly, in connection with, resulting from, relating to, arising out of, or attributable to any one of the following:

(a) Any breach of any representation or warranty the Assignor has made in this Agreement as if such representation or warranty were made on and as of the date hereof without giving effect to any supplement to the schedules hereto.

(b) Any breach by the Assignor of any covenant or obligation of the Assignor in this Agreement.

Section 6. Entire Agreement. This Agreement, together with the schedules hereto, the certificates, documents, instruments and writings that are delivered pursuant hereto and the Contribution Agreement, constitutes the entire agreement and understanding of the Parties in respect of its subject matters and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. If there is a conflict between this Agreement and the Contribution Agreement in respect of the subject matter of this Agreement, the Contribution Agreement will control.

Section 7. Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors.

Section 8. Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval all of the Parties.

Section 9. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given if (and then three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

ASSIGNOR:

Policy Store Inc.
Attn: Jeffrey Cline
223 McKinney Trail
Rockwall, Texas 75087
Email: jeff.cline@me.com

PURCHASER:

1-800-Medigap Holdings, LLC
Attn: Chad D. Hufsey
4150 I-30 West
Caddo Mills, Texas 75135
Email: cdhufsey@alturuscapital.com

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

Section 10. Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any action instituted in any court having jurisdiction over the Parties, in addition to any other remedy to which they may be entitled, at law or in equity.

Section 11. Submission to Jurisdiction. Each Party submits to the exclusive jurisdiction of any state or federal court sitting in Dallas, Texas, in any action arising out of or relating to this Agreement and agrees that all claims in respect of the action may be heard and determined in any such court. Each Party also agrees not to bring any action arising out of or relating to this Agreement in any other court. Each Party agrees that a final judgment in any action so brought will be conclusive and may be enforced by action on the judgment or in any other manner provided at law or in equity. Each Party waives any defense of inconvenient forum to the

maintenance of any action so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

Section 12. WAIVER OF JURY TRIAL. THE PARTIES EACH HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS. The scope of this waiver is intended to be all encompassing of any and all actions that may be filed in any court and that relate to the subject matter of the transactions, including, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Parties each acknowledge that this waiver is a material inducement to enter into a business relationship and that they will continue to rely on the waiver in their related future dealings. Each Party further represents and warrants that it has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED ORALLY OR IN WRITING, AND THE WAIVER WILL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. In the event of an action, this Agreement may be filed as a written consent to trial by a court.

Section 13. Time. Time is of the essence in the performance of this Agreement.

Section 14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

Section 15. Governing Law. This Agreement and the performance of the transactions and obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles that may require application of any other laws.

Section 16. Severability. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental body, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

Section 16. Miscellaneous Provisions.

(a) Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance

of this Agreement and the transactions contemplated herein including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, covenant, and condition contained herein will have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same or similar subject matter (regardless of the relative levels of specificity) which the Party has not breached will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

(c) The schedules hereto and other attachments identified in this Agreement are incorporated herein by reference and made a part hereof.

(d) Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

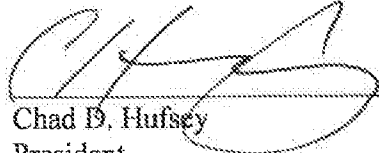
(e) Notwithstanding the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sec. 7001 et. seq.), the Uniform Electronic Transactions Act, or any other law relating to or enabling the creation, execution, delivery, or recordation of any contract or signature by electronic means, and notwithstanding any course of conduct engaged in by the Parties, no Party will be deemed to have executed this Agreement (including any amendment or other change thereto) unless and until such Party will have executed this Agreement on paper by a handwritten original signature or any other symbol executed or adopted by a Party with current intention to authenticate this Agreement. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

[Signature Page Follows]

PURCHASER:

1-800-MEDIGAP HOLDINGS, LLC,
a Texas limited liability company

By:


Chad D. Hufsey
President

ACKNOWLEDGEMENT OF PURCHASER

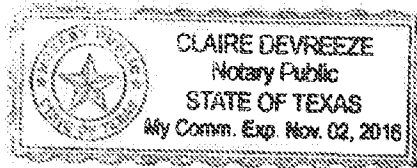
STATE OF TEXAS

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COUNTY OF Dallas

On this 10 day of September, 2014 before me personally appeared Chad D. Hufsey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 1-800-MEDIGAP HOLDINGS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its board of managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public



[Notary Seal]

Schedule 1

Trademarks

Trademark Registrations:

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
"1-800-MEDIGAP"	Reg. No. 4,068,891	December 6, 2011

Trademark Applications:

<u>Mark</u>	<u>Application Number</u>	<u>Date</u>
None.		

Common Law Trademarks:

<u>Mark</u>
"1-800-MEDIGAP"

Schedule 2
Domain Names

Domain Names

Registrar

- | | |
|-------------------------|---------|
| 1. 1-800-MEDIGAP.BIZ | GoDaddy |
| 2. 1-800-MEDIGAP.COM | GoDaddy |
| 3. 1-800-MEDIGAP.INFO | GoDaddy |
| 4. 1-800-MEDIGAP.NET | GoDaddy |
| 5. 1-800-MEDIGAP.ORG | GoDaddy |
| 6. 1-800-MEDIGAP.WS | GoDaddy |
| 7. 1800MEDIGAP.BIZ | GoDaddy |
| 8. 1800MEDIGAP.COM | GoDaddy |
| 9. 1800MEDIGAP.CO | GoDaddy |
| 10. 1800MEDIGAP.INFO | GoDaddy |
| 11. 800-MEDIGAP.COM | GoDaddy |
| 12. 800MEDIGAP.COM | GoDaddy |
| 13. ESTEEMEDLIVING.COM | GoDaddy |
| 14. MEDIGAP-MAN.COM | GoDaddy |
| 15. MEDIGAPMAN.COM | GoDaddy |
| 16. PARENTINGUPWARD.ORG | GoDaddy |