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ASSIGNMENT ✓

105-601

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TALLAHASSEE, FLORIDA

N. CAUSSEAUX

MAR 21 2008

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

March 18, 2008

SUBJECT: AMERI-PLUS
(Name of Mark to be assigned)

Dear Sir or Madam:

The enclosed Mark Assignment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

William G. Giltinan - Attn: IP Dept.
(Name of Person)

Carlton Fields, P.A.
(Firm/Company)

P.O. Box 3239
(Address)

Tampa, FL 33601-3239
(City/State and Zip Code)

For further information concerning this matter, please call:

William G. Giltinan at (813) 229-4241
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEE: $50 per class

ASSIGNMENT

This Trademark and Service Mark Assignment ("Agreement"), by and between Tim North an individual residing at 2536 Countryside Blvd., Clearwater, Florida

M08-722

("Assignor"), and AmeriLife Group, LLC, a Delaware Limited Liability Company having offices at 2536 Countryside Blvd., Clearwater, Florida, Telephone: (727) 726-0726, FEI #: 26-1273631

("Assignee") shall be effective as of September 17, 2007 (the "Effective Date").

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TALLAHASSEE, FLORIDA

WITNESSETH:

WHEREAS, Assignor has or may have certain rights in the names and trademarks, service marks and registrations identified in Exhibit B attached hereto (the "Marks"); and

WHEREAS, Assignee wish to obtain an assignment of any and all rights Assignor has or may have to the Marks and the goodwill associated therewith and Assignor wish to assign all such rights to the Marks and goodwill associated with the Marks to Assignee.;

NOW, THEREFORE, in consideration of $10.00, the mutual covenants herein contained, and other good and valuable consideration, receipt, adequacy, and legal sufficiency of which are hereby acknowledged by Assignor, and all parties intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. ASSIGNMENT

1.01. Assignor herby irrevocably contributes, grants, sells, conveys, transfers, assigns, releases, and delivers to Assignee, its successors, assigns, and legal representatives, all right, title, and interest, throughout the States of Florida, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and all other states and locations throughout the world, to the Marks, including common law and state law rights, all state registrations and applications for registration thereof (if any), all federal registrations and applications for registration thereof (if any), and all goodwill associated therewith, together with all rights to file applications directed to and obtain registrations for, and bring actions and recover damages for any and all past, present and future infringements of the Marks in any and all jurisdictions throughout the world, including all rights as opponents in any opposition.

SECTION 2. ASSUMPTION

2.01. Assignor agrees to cooperate with and assist Assignee in Assignee's obtaining, enforcing, and defending its rights to the Marks, including, without limitation, performing such acts, obtaining such additional approvals and executing all documents necessary to further the purpose of this Agreement and to document the rights assigned by Assignor to Assignee but for no additional consideration to Assignors. Assignor agrees to provide Assignee with any materials and to execute any documents that Assignee believes would be beneficial to evidence the transfer of rights to the Marks, and to further the filing, prosecution or maintenance of any applications to register the Marks.

2.02. Assignor agrees to promptly furnish to Assignee, if requested by Assignee, written documentation evidencing (i) Assignor's first use(s) of the Marks on or in connection with Assignor's business(s), and (ii) Assignor's continuing use(s) of the Marks up to and including the Effective Date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF ASSIGNORS

3.01. Assignor hereby represents, warrants, and covenants that:

3.01.1 Other than licensing the Marks pursuant to the License Agreements attached hereto as Exhibit A, Assignor has taken no action, ~~either directly or indirectly~~, that would affect the enforceability or impair the value of the Marks and is transferring all of Assignor's right, title, and interest in and to the Marks to Assignee.

3.01.2 This Agreement does not and will not (i) violate or conflict with, result in a breach of, or constitute (with

or without notice or lapse of time or both) a default under any agreement, verbal, implied, written or otherwise, or other instrument to which Assignors are a party or by which Assignors are bound, or (ii) results in the creation or imposition of any lien, charge or encumbrance upon the Marks.

3.01.3 Assignor has continuously used the Marks, either directly or through suitable licensing arrangements, since its adoption and has not abandoned the Marks.

SECTION 4. MISCELLANEOUS

4.01. Titles and captions (if any) of sections in this Agreement are for convenience only and neither limits not amplifies the provisions of this agreement.

4.02. The terms and provisions of this Agreement shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns.

4.03. In the event that any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed amended to the extent necessary to render it valid, legal and enforceable, and the parties agree to be bound by the same as thus amended, and the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby.

4.04. It is expressly understood and agreed that certain provisions of this Agreement, which by their nature are expected to survive the termination of this Agreement, shall survive the termination or cancellation of this Agreement.

4.05. This Agreement shall be construed under the laws of the State of Florida, without reference to principles of conflicts of laws.

4.06. Any delay or forbearance by any party in exercising any right hereunder shall not be deemed a waiver of that right.

4.07. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of September 17th, 2007.

Assignor:

Tim North, an individual

Assignee:

By: TIM NORTH
Name:
Title: President

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TALLAHASSEE, FLORIDA

STATE OF Florida)
)
COUNTY OF Pinellas)

I do hereby that Tim North personally appeared before me this day and acknowledged that due execution of the foregoing instrument to be his free act and deed for the purposes therein expressed. WITNESS my hand and notarial seal this 17th day of September 2007.

Notary Public's Signature

(Seal)

Marianne Sigona
Notary Public's Printed Name

MARIANNE SIGONA
Notary Public, State of Florida
My comm. expires Oct. 13, 2008
Comm. No. DD 362518

Exhibit A

License Agreements

Exhibit B

List of Marks

MARKS
AMERILIFE
AMERIFIRST
AMERIPLUS

MARK	REGISTRATION
State of Florida	
AMERIFIRST	T05000000610
AMERIPLUS	T05000000601
State of South Carolina	
AMERIPLUS	(none given)
AMERILIFE	(none given)
State of Tennessee	
AMERIPLUS	(none given)

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