

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America	06/01/2011
RECEIVING PARTY DATA	
Name:	QBE Holdings, Inc.
Street Address:	Wall Street Plaza, 88 Pine Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12535787
Application Number:	12579971
CORRESPONDENCE DATA	
Fax Number:	(202)637-3593
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-383-0100
Email:	eteas@sutherland.com
Correspondent Name:	Christina J. Galus, SUTHERLAND
Address Line 1:	1275 Pennsylvania Ave., NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2415
ATTORNEY DOCKET NUMBER:	30922-0001PATENTASSIGN
NAME OF SUBMITTER:	Christina J. Galus
Total Attachments: 5 source=beachPatent Application Assignment Agreement--Fully Executed Copy#page1.tif source=beachPatent Application Assignment Agreement--Fully Executed Copy#page2.tif source=beachPatent Application Assignment Agreement--Fully Executed Copy#page3.tif source=beachPatent Application Assignment Agreement--Fully Executed Copy#page4.tif source=beachPatent Application Assignment Agreement--Fully Executed Copy#page5.tif	

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PATENT APPLICATION ASSIGNMENT AGREEMENT

This **PATENT APPLICATION ASSIGNMENT AGREEMENT** ("Assignment Agreement"), dated as of June 1, 2011, is entered into by and between Bank of America Corporation, a Delaware corporation with a principal place of business at 100 North Tryon Street, Charlotte, North Carolina 28255 ("Assignor"), and QBE Holdings, Inc., a Delaware corporation having a principal place of business at Wall Street Plaza, 88 Pine Street, New York, New York 10005 ("Assignee").

WHEREAS, Assignor is the owner of the patent applications set forth on Schedule A (the "Patent Applications"); and

WHEREAS, pursuant to the Amended and Restated Master Transaction Agreement, dated as of February 3, 2011, by and among Assignee, Balboa Insurance Services, Inc., Balboa Insurance Company, Meritplan Insurance Company, Newport Insurance Company, Balboa Life & Casualty LLC, NB Holdings Corporation, Assignor (for limited purposes), QBE Insurance Group Limited (for limited purposes) and QBE Insurance Corporation (for limited purposes) (as amended, the "MTA"), Assignor desires to assign to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in and to the Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are now acknowledged, the parties hereby agree as set forth below:

Section 1. Assignment

Assignor owns all right, title, and interest in and to the Patent Applications. Assignor hereby conveys, assigns, and transfers to Assignee all right, title and interest in and to (a) the Patent Applications, (b) the patentable inventions and improvements disclosed in the Patent Applications, (c) any and all patents of the United States which have been or may be granted thereon, (d) all foreign patents which correspond thereto, (e) all provisionals, nonprovisionals, divisions, renewals, reissues, continuations, extensions, continuations-in-part, and improvements of the Patent Applications, (f) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Patent Applications, including without limitation damages and payments for past, present, and future infringements and misappropriations of any Patent Application, and (g) all rights to sue and recover damages and payments for past, present, and future infringements and misappropriations of any of the Patent Applications, including the right to fully and entirely stand in the place of Assignor in all matters related thereto.

Section 2. Counterparts

This Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties

hereto. Each counterpart may be delivered by facsimile or email transmission, which transmission shall be deemed delivery of an originally executed document.

Section 3. Further Assurances

Assignor and Assignee each agree, at the request of the other party, at any time and from time to time following the date hereof, to further execute and deliver to the requesting party such further instruments as may be reasonably necessary or appropriate to more effectively confirm or carry out the provisions of this Agreement. Assignor further agrees that it shall use reasonable efforts, at Assignee's expense, to cooperate with Assignee in establishing priority of invention in any interference or similar proceeding in connection with any of the Patent Applications.

Section 4. Commissioner of Patents and Trademarks

Assignor hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said Patent Applications to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

Section 5. Governing Law

This Assignment Agreement shall be governed and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and wholly performed within such state, without regard to any conflict of law principles. Assignor and Assignee irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery or, in the event (but only in the event) that such court does not have subject matter jurisdiction over such suit, action or proceeding, of the United States District Court for the District of Delaware over any suit, action or proceeding arising out of or relating to this Assignment Agreement.

Section 6. Master Transaction Agreement

This Assignment Agreement is provided pursuant to the MTA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patent Applications. No provision in this Assignment Agreement shall be deemed to limit, alter or amend the terms or provisions of the MTA. In the event of any conflict between any provision of this Assignment Agreement and any provision of the MTA, the MTA shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement
as of the date first above written.

BANK OF AMERICA CORPORATION

By: 

Name:

DAVID M. BELL

Title:

SVP

QBE HOLDINGS, INC.

By: _____

Name: _____

Title: _____

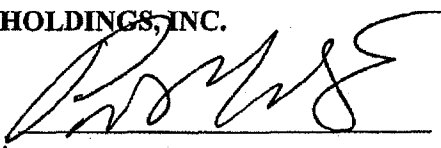
[Signature Page to Patent Application Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement
as of the date first above written.

BANK OF AMERICA CORPORATION

By: _____
Name:
Title:

QBE HOLDINGS, INC.

By: 
Name:
Title:

[Signature Page to Patent Application Assignment Agreement]

SCHEDULE A

Application Date	Application Number	Application Title	Country	Status
8/5/2009	12/535,787	Insurance Claim Processing	US	Pending
10/15/2009	12/579,971	Insurance Claim Processing	US	Pending

12095292-3
12625573.1

RECORDED: 06/20/2011

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