

## EXHIBIT 9

### ASSIGNMENT

This Assignment is made by CANTILO & BENNETT, L.L.P., solely in its capacity as the Special Deputy Receiver (“SDR”) of Guardian Fidelity Title Company, Ltd., *et al.*<sup>1</sup> (“Guardian”), to Eleanor Kitzman, the Commissioner of Insurance for the State of the Texas (hereinafter referred to as the “Commissioner”).

Whereas, Guardian was placed into permanent receivership under the Insurer Receivership Act, TEX. INS. CODE Chapter 443 on July 11, 2008 and CANTILO & BENNETT, L.L.P., was appointed as Special Deputy Receiver through a Notice of Designation of Special Deputy Receiver filed on October 2, 2008, and made effective as of September 15, 2008;

Whereas, the SDR has filed his Final Report and Application to Make Final Distribution (the “Application”);

Whereas the SDR does not believe it is in the best interests of the creditors and the estate to keep the estate open to attempt to liquidate any remaining assets, including those which he had written off the estate’s Statement of Assets;

Whereas the SDR desires to assign to the Commissioner any and all remaining assets, whether known or unknown, whether written off the estate’s Statement of Assets or not; and whether or not specifically identified in this Assignment.

In consideration for good and valuable consideration, the receipt and validity of which is hereby acknowledged, the SDR agrees to and hereby does convey all of its right, title and interest in the assets, including all premiums owed to Guardian by Southern Title Insurance Company to the Commissioner and further assigns to the Commissioner all right, title and interest in all claims, potential claims, suits, demands, causes of action, charges or grievances of any kind or character, regardless of the nature or extent held by the SDR whether arising in tort, contract, by statute or otherwise, and including claims for breach of fiduciary duty. It is the intent of the Parties to this Assignment to convey all legal and equitable rights held by the SDR, whether or not specifically identified herein, to the Commissioner.

This Assignment shall not waive, release or otherwise affect any liabilities or obligations either party has to the other party. This Assignment shall not be effective until it is approved by the Receivership Court.

This Assignment constitutes the entire agreement of the parties, and the parties expressly agree that the terms of this contract supersedes any other contract, agreement or understanding between them with respect to the subject matter of this contract.

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<sup>1</sup> Guardian Fidelity Title Company, Ltd., Guardian Fidelity Title CLR, LLP, Guardian Fidelity Title NWR, LLP, Guardian Fidelity Title KTB, Ltd., Guardian Fidelity Title SB Ltd., and Guardian Fidelity Title DFT, Ltd., each and collectively in liquidation.

The laws of the State of Texas govern this Agreement. Venue and jurisdiction for any actions to enforce this Agreement shall be in Travis County, Texas.

By: \_\_\_\_\_  
Michael Marcin, Partner on behalf of  
CANTILO & BENNETT, L.L.P., solely in its capacity as the Special Deputy Receiver