

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluespring Software, Inc.		02/11/2003	CORPORATION: OHIO
Bluespring Software, Inc.		02/11/2003	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Bluespring Software, Inc.
Street Address:	1128 Main Street
Internal Address:	3rd Floor
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	76062495	BLUESPRING SOFTWARE
Serial Number:	76061816	BLUESPRING SOFTWARE
Serial Number:	76161575	BLUESPRING SOFTWARE FOLLOW YOUR CUSTOMER. BE THE LEADER.
Registration Number:	2367974	SMG SOFTWARE MANAGEMENT GROUP, INC.
Registration Number:	2328903	PRIORITY COMMUNICATIONS SOLUTIONS
Registration Number:	2676751	PRIORITY CS

CORRESPONDENCE DATA	
Fax Number:	(513)579-6457
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-579-6525
Email:	kgaunt@kmlaw.com
Correspondent Name:	Karen Kreider Gaunt
Address Line 1:	One East Fourth Street
Address Line 2:	1400 Provident Tower

OP \$165.00 76062495

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:

BL8935-IP0001

NAME OF SUBMITTER:

Karen Kreider Gaunt

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of this 11th day of February, 2003, from Bluespring Software, Inc., an Ohio corporation ("Assignor"), to Bluespring Software, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, has used, is using, and is the owner of the trademarks shown on Schedule A attached hereto, and made a part hereof (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such Trademarks, and Assignor desires to assign such Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to the Trademarks, and the assets and goodwill of the business symbolized thereby. This assignment includes all statutory and/or common law rights and/or foreign trademark rights for such Trademarks, and any and all trade names, trademarks, and trade dress used therewith, and any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks, including the right to receive all proceeds and damages therefrom. This Assignment includes all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademarks.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 4th day of November, 2003.

ASSIGNOR: BLUESPRING SOFTWARE, INC.

By: [Signature]

Printed Name: David J. Willbrand

Title: Chief Administrative Officer

State of Ohio
: SS
County of Hamilton

On this 4 day of November, 2003, before me appeared David Willbrand, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

PATRICIA S. WILSON
Notary Public, State of Ohio
My Commission Expires May 7, 2007

[Signature]
Signature of Notary Public

SCHEDULE A**TRADEMARKS**

MARK	REGISTRATION OR SERIAL NO.	REGISTRATION OR FILING DATE	COUNTRY
SMG SOFTWARE MANAGEMENT GROUP, INC.	2,367,974	Registration Date: July 18, 2000	USA
BLUESPRING SOFTWARE (with Logo & Design)	76/062,495	Filing Date: June 5, 2000	USA
BLUESPRING SOFTWARE (word mark)	76/061,816	Filing Date: June 5, 2000	USA
BLUESPRING SOFTWARE (& Design) FOLLOW YOUR CUSTOMER. BE THE LEADER	76/161,575	Filing Date: November 8, 2000	USA
PRIORITY COMMUNICATIONS SOLUTIONS	2,328,903	Registration Date: March 14, 2000	USA
PRIORITY CS	2,676,751	Registration Date: January 21, 2003	USA
BLUESPRING SOFTWARE (word mark)	1084747 (based on US No. 76/061,816)	Filing Date: December 1, 2000	Canada
BLUESPRING SOFTWARE (with Logo & Design)	1084748 (based on US No. 76/062,495)	December 1, 2000	Canada
BLUESPRING SOFTWARE (word mark)	1996362 (based on US No. 76/061,816)	Registration Date: March 20, 2002	European Community
BLUESPRING SOFTWARE (with Logo & Design)	1996313 (based on US No. 76/062,495)	Registration Date: March 20, 2002	European Community

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