

301810 V1 S2



To the Honorable Commissioner of Patents at

102507631

1 document or copy thereof.

1. Name of conveying party(ies):
Liberty Enterprises, Inc.
5267 Program Avenue
Mounds View, MN 55112
7-21-03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Minnesota
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Open Solutions FiTech, Inc.**
Internal
Address: _____
Street Address: **300 Winding Brook Drive**
City: **Glastonbury** State: **CT** Zip: **06033**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
Other _____

Execution Date: **June 30, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/399513

B. Trademark registration No.(s)
2,164,553 1,655,396 2,098,903

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Barb Villandry**
Internal Address: **Shipman & Goodwin LLP**
Street Address: **One American Row**
City: **Hartford** State: **CT** Zip: **06103**

07/24/2003 LNUELLER 00000126 76399513
01 FC:0521 40.00 OP
02 FC:0522 75.00 OP

6. Total number of applications and trademarks involved: **4**

7. Total fee (37 CFR 3.41): -----\$ **115**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher R. LaSaracina
Name of Person Signing *Christopher R. LaSaracina* Signature **7/17/03** Date

Total number of pages including cover sheet, attachments, and document: **5**

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS** made as of the 30th day of June, 2003, by Liberty FiTech Systems, Inc., a Minnesota corporation with a mailing address of c/o Liberty Enterprises, Inc., 5267 Program Avenue, Mounds View, MN 55112 ("Seller") and Liberty Enterprises, Inc. a Minnesota corporation with a mailing address of 5267 Program Avenue, Mounds View, MN 55112 ("Seller's Parent")(each an "Assignor" and collectively, the "Assignors"), to Open Solutions FiTech, Inc., a Delaware corporation with a mailing address of 300 Winding Brook Drive, Glastonbury, Connecticut 06033 ("Assignee").

RECITALS

WHEREAS, Assignee and Assignors are parties to an Asset Purchase Agreement dated as of June 30, 2003 (the "Agreement"), pursuant to which Seller has agreed to sell to Assignee and Assignee has agreed to purchase from Seller the Purchased Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignors used in the Business (as defined in the Agreement). Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names used in the Business, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignors, for and in exchange for the payment of the Purchase Price (as defined and set forth in the Agreement), the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Marks, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks and Service Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Trademarks and Service Marks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks and Service Marks shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof.

[Remainder left intentionally blank; next page is the Signature Page]

IN WITNESS WHEREOF, Assignors have caused each of their duly authorized officers to execute this Assignment of Trademarks and Service Marks as of the date first above written.

LIBERTY FiTECH SYSTEMS, INC.

By: *Stanley C. Hollen*
Name: Stanley C. Hollen
Title: Chief Executive Officer

LIBERTY ENTERPRISES, INC.

By: *Stanley C. Hollen*
Name: Stanley C. Hollen
Title: Chief Executive Officer

[SEAL]

State of Minnesota)
) ss.:
County of)

On this 30th day of June, 2003, before me, *Katherine E. Grein*, personally appeared *Stanley C. Hollen*, the *Chief Executive Officer* of Liberty FiTech Systems, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Katherine E. Grein
Notary Public

SCHEDULE A

Trademarks and Service Marks Registered at the United States Patent and Trademark Office

Mark	Reg. No.	Reg. Date
BRAVURA; ordinal	2,164,553	6/9/98
FiTECH SYSTEMS (and design)	1,655,396	9/3/91; Renewed 6/21/02
MANAGER GOLD	2,098,903	9/23/97
Application for: LIBERTY FiTECH SYSTEMS	Pending; Application No. 76399513	Filing Date: 4/17/02

VIA CERTIFIED MAIL

July 17, 2003

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria VA 22313-1450

RE: Recordation of Assignment of Trademarks and Service Marks
76/399513
2,164,553 1,655,396 2,098,903

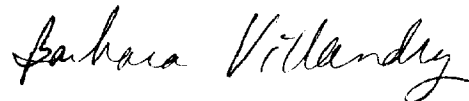
Dear Director:

Enclosed for recordation is the Recordation Cover Sheet and attached Assignment document to record the assignment of the applications and registrations listed above.

Please return the Notice of Recordation to my attention at the address indicated on the form. A check for \$115 is included to cover the filing fee.

If there are any questions regarding this document, I may be reached directly at 860-251-5935 or bvillandry@goodwin.com

Sincerely,



Barbara Villandry
Paralegal

BAV/Enclosures
333458 v.01