

9/29/03

10-01-2003

Docket No.:

56684-027 (CGIT/TM-7)



Tab settings

To the Honorable Commissioner of Patents

102564185

Attached original documents or copy thereof.

1. Name of conveying party(ies): INSpire Insurance Solutions, Inc.
2003 SEP 29 PM 5:02

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: November 30, 2002

2. Name and address of receiving party(ies):

Name: CGI Information Systems & Management Consultants, Inc.

Internal Address:

Street Address: 600 Federal Street

City: Andover State: MA ZIP: 01810

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

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

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

A. Trademark Application No.(s)

76/268,904
76/356,694

Additional numbers

B. Trademark Registration No.(s)

2,281,944 2,286,194 2,286,195
2,348,959

Yes No

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

Name: David M. Mello

Internal Address: McDermott, Will & Emery

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1133

10/01/2003 ECDOPER 00000119 501133 76268904

DO NOT USE THIS SPACE

01 FC:05E1 40.00 BA
02 FC:05E2 125.00 BA

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.

David M. Mello

Name of Person Signing

David M. Mello

Signature

September 24, 2003

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 30th day of November, 2002, between INSpire Insurance Solutions, Inc., a Texas corporation (the "ASSIGNOR") and CGI Information Systems & Management Consultants, Inc., a Delaware corporation (the "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used and has not abandoned certain marks for which there are registrations issued by the United States Patent and Trademark Office or state authorities (hereinafter referred to as "Registrations") listed in Schedule A attached and incorporated in the Assignment; and

WHEREAS, ASSIGNOR has adopted and intends to use in its business other trademarks also listed on Schedule A attached to and incorporated in this Assignment that are the subject of applications for trademark registration pending with the U.S. Patent and Trademark Office, as indicated on Schedule A (hereinafter collectively referred to as the "Pending Applications"); and

WHEREAS, ASSIGNOR is transferring to ASSIGNEE certain assets whereby ASSIGNEE is acquiring from ASSIGNOR, and thereby becoming the successor to, the portion of ASSIGNOR'S business to which the Pending Applications pertain, which business is ongoing and existing; and

WHEREAS, ASSIGNEE, is desirous of acquiring the Registrations, as well as the Pending Applications and registrations issuing therefrom, and the goodwill of the business associated therewith; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to ASSIGNEE of all rights in and to the said Registrations, as well as the Pending Applications and registrations issuing therefrom, and the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign to ASSIGNEE all rights, title and interest in and to the Registrations, as well as the Pending Applications and registrations issuing therefrom, together with the goodwill of the business symbolized thereby, and ASSIGNOR agrees to execute all papers and to perform such other proper acts as ASSIGNEE may deem necessary to secure to said ASSIGNEE all rights herein assigned.

INSpire Insurance Solutions, Inc.

By: [Signature]
Name: Richard J. Marxen
Title: President CEO

STATE OF Texas §
COUNTY OF Dallas §

Richard J. Marxen, President CEO of INSpire Insurance Solutions, Inc., personally appeared before me, and being first duly sworn declared that he signed the assignment in the capacity designated, and further states that he has read the above assignment, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 20th day of November, 2002.

[Signature]
Notary Public in and for the State of Texas
Kelly L. Menn
Printed Name

My Commission Expires: 5-24-2005



SCHEDULE A
TRADEMARKS

Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Federal/State</u>
TRANSFLUENT	2,281,944	9/28/1999	Federal
INSPIRE INSURANCE SOLUTIONS & Design	2,286,194	10/12/1999	Federal
INSPIRE DESIGN	2,348,959	05/09/2000	Federal
INSPIRE	2,286,195	10/12/1999	Federal

Pending Applications

<u>Mark</u>	<u>Applic. Serial No.</u>	<u>Filing Date</u>	<u>Federal/State</u>	<u>Status</u>
I-O (Stylized)	76/268,904	06/08/2001	Federal	(Notice of Allowance issued 07/02/2002)
BIG BANG CONVERSION	76/356,694	01/09/2002	Federal	(Approved for publication 11/01/2002)

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RECORDED: 09/29/2003

TRADEMARK
REEL: 002835 FRAME: 0102