

12-10-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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REI



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CMS Consulting Group, Inc.

12-3-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/06/2003

2. Name and address of receiving party(ies)

Name: CMS Operations, LLC

Internal Address: C. Jason Payne

Street Address: 11689 Lackland Blvd.

City: St. Louis State: MO Zip: 63146

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,528,644

Additional number(s) attached Yes No

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

Name: Miriam J. Rovner

Internal Address:

Street Address: Goodwin Procter, LLP

Exchange Place, 53 State Street

City: Boston State: MA Zip:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1700

DO NOT USE THIS SPACE

9. Signature.

Robert M. O'Connell, Jr.

Name of Person Signing

Signature

December 3, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

* 1763/245

TRADEMARK
REEL: 002876 FRAME: 0015

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 6th day of November, 2003 by and between CMS Consulting Group, Inc., a Missouri corporation ("Assignor"), and CMS Operations, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase substantially all the properties and assets of the Assignor's business involving accounts receivable management (the "Business"); and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.

(Signature Page to Follow)

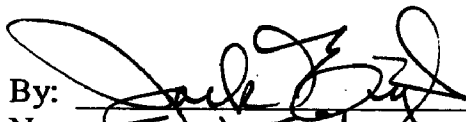
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:


ASSIGNEE:

CMS CONSULTING GROUP, INC.

CMS OPERATIONS, LLC

By: 
Name: Jack Eagles
Title: President

By: _____
Name: _____
Title: _____


" NOTARY SEAL "
Deborah Allyn Larson, Notary Public
St. Charles County, State of Missouri
My Commission Expires 4/18/2006

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

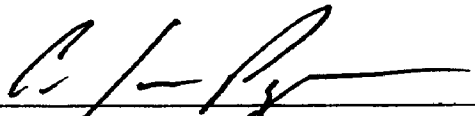
ASSIGNOR:

CMS CONSULTING GROUP, INC.

By: _____
Name:
Title:

ASSIGNEE:

CMS OPERATIONS, LLC

By: 
Name: *C. Jason Payne*
Title: *Chief Executive Officer*

STATE OF Missouri)

) SS.

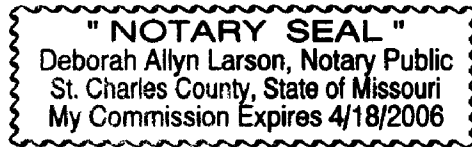
COUNTY OF St. Louis)

On this 7th day of November, 2003, before me personally appeared Jack T. Eagles, to me personally known, who, being by me duly sworn, did say that (s)he is the President of CMS CONSULTING GROUP, INC., a Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Jack T. Eagles acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires: 4/18/2006

Deborah Allyn Larson
Notary Public



SCHEDULE 1

MARKS

Mark	United States Application Number	United States Registration Number	Registration Date
"Cash Management Solutions"	Serial No. 76/088,368	2,528,644	January 8, 2002