

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Name and address of conveying party(ies) previously recorded on Reel 002785 Frame 786. Assignor(s) hereby confirms the Liberty Enterprises, Inc. 5267 Program Avenue Mounds View, MN 55112.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Liberty FiTECH Systems, Inc.		06/30/2003	CORPORATION: MINNESOTA
Liberty Enterprises, Inc.		06/30/2003	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Open Solutions FiTech, Inc.
<b>Street Address:</b>	300 Winding Brook Drive
<b>City:</b>	Glastonbury
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06033
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1655396	FITECH SYSTEMS
Registration Number:	2098903	MANAGER GOLD
Serial Number:	76399513	LIBERTY FITECH SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: (860)251-5312  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@goodwin.com  
 Correspondent Name: Linda P. Casillo, Paralegal  
 Address Line 1: Shipman & Goodwin LLP  
 Address Line 2: One Constitution Plaza  
 Address Line 4: Hartford, CONNECTICUT 06103-1919

<b>NAME OF SUBMITTER:</b>	Linda P. Casillo, Paralegal
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**900019672**

**TRADEMARK  
 REEL: 003028 FRAME: 0731**

OP \$90.00 1655396

Signature:

/Linda P. Casillo/

Date:

02/14/2005

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS** made as of the 30<sup>th</sup> 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").

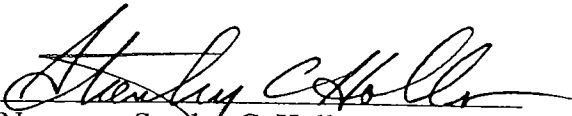
**NOW, THEREFORE**, Assignors, for and in exchange for the payment of the Purchase Price (as defined and set forth in the Agreement), the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide 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.

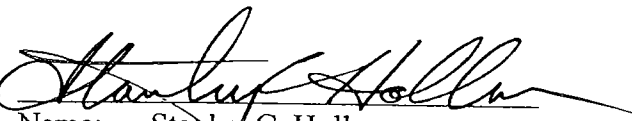
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IN WITNESS WHEREOF, Assignors have caused each of their duly authorized officers to execute this Assignment of Trademarks and Service Marks as of the date first above written.

**LIBERTY FITECH SYSTEMS, INC.**

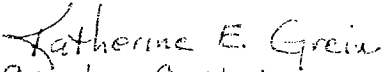
By:   
 Name: Stanley C. Hollen  
 Title: Chief Executive Officer

**LIBERTY ENTERPRISES, INC.**

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

[SEAL]

State of Minnesota )  
 ) ss.:  
 County of )

On this 30<sup>th</sup> day of June, 2003, before me, , 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.

  
 Notary Public



**SCHEDULE A**

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

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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