

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CGI-AMS Inc.		03/10/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OS Acquisition Corp.		
Street Address:	300 Winding Brook Drive		
City:	Glastonbury		
State/Country:	CONNECTICUT		
Postal Code:	06033		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2622778	TIGIR	
Registration Number:	2371388	CUPNET	
Registration Number:	1517450	SPEEDY L-I-N-E	
Registration Number:	2197993	CYBERBRANCH	
CORRESPONDENCE DATA			
Fax Number:	(860)251-5312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(860) 251-5935		
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		
NAME OF SUBMITTER:	Linda P. Casillo, Paralegal		
Signature:	/Linda P. Casillo/		

OP \$115.00 2622778

Date:

04/04/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS** made as of the 10th day of March, 2005, by **CGI-AMS INC.**, a Delaware corporation, with a mailing address of c/o CGI Group Inc., 1130 Sherbrooke Street West, Suite 500, Montréal, Québec H3A 2M8, Canada ("Assignor"), to **OS ACQUISITION CORP.**, a Delaware corporation with a mailing address of 300 Winding Brook Drive, Glastonbury, Connecticut 06033 ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 10, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor used in the Business (as defined in the Agreement). Pursuant to the Agreement, Assignor has 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, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's 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, Assignor, 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 Assignor's 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 Assignor 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.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment of Trademarks and Service Marks as of the date first above written.

CGI-AMS INC.

By: 

Name: André Imbeau

Title:

SCHEDULE A

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

	Mark	Registration/ Application No.	Registration Date
1.	TIGIR	2,622,778	9/24/2002
2.	CUPNET	2,371,388	7/25/2000
3.	SPEEDY L-I-N-E and Design	1,517,450	12/20/88
4.	CYBERBRANCH	2,197,993	10/20/98