

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRGRS, Inc.		01/16/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TSL (DE) Corp.		
Street Address:	500 Lanidex Plaza		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78350459	TSL	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.994.2783		
Email:	matthew.smith@dechert.com		
Correspondent Name:	Matthew T. Smith, Dechert LLP		
Address Line 1:	4000 Bell Atlantic Tower		
Address Line 2:	1717 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2793		
NAME OF SUBMITTER:	Matthew T. Smith		
Signature:	/Matthew T. Smith/		
Date:	07/12/2005		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into this 16th day of January, 2004 by and between PRGRS, Inc., a Delaware corporation whose principal office is 801 West Street, Wilmington, Delaware 19801 ("Assignor"), and TSL (DE) CORP., a Delaware corporation, whose principal place of business is 500 Lanidex Plaza, Parsippany, New Jersey 07054 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks set forth on the Schedule attached hereto in its business (the "Marks") and is the sole and exclusive owner of the entire right, title and interest in and to the Marks and the goodwill associated therewith;

WHEREAS, Assignee has on this date acquired from Assignor certain assets of Assignor's business and is desirous of acquiring from Assignor, and Assignor wishes to assign to Assignee, all Assignor's right, title and interest in and to the Marks and any registrations or applications for registration of the Marks shown in the Schedule attached hereto and any other registrations and applications for registration of the Marks, together with the goodwill of Assignor's business symbolized by said Marks, free and clear of all liens;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to (a) the Marks, together with the goodwill of Assignor's business symbolized by the Marks, (b) all registrations and applications for registration of the Marks shown in the Schedule attached hereto in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, (c) all income, royalties, damages and payments due or payable as of the date hereof or thereafter, arising from the Marks, and (d) all rights of action arising from the Marks, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, and the right to sue for, and collect damages for such infringement.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states of the United States and foreign countries, the analogous individual or agency responsible for trademarks, service marks, trade names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

PRGRS, INC.

TSL (DE) CORP.

By: C. McKellar, Jr.

By: _____

Name: Clinton McKellar, Jr.
Title Senior Vice President and Secretary

Name: _____
Title: _____

Date: January 16, 2004

Date: _____

[signature page to Trademark Assignment]

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

PRGRS, INC.

TSL (DE) CORP.

By: _____

By: Eth D Ayer

Name: Clinton McKellar, Jr.
Title Senior Vice President and Secretary

Name: Ethan D. Ayer
Title: Vice President

Date: _____

Date: January 16, 2004

[signature page to Trademark Assignment]

SCHEDULE - Trademark Assignment

U.S. Trademark Registrations and Applications for Registration

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
FRAUD-CHEK	US	1,740,217	December 15, 1992
TSL	US	78/350,459	January 12, 2004

State Trademark Registrations

None

Common Law Trademarks

“ClearView”
“TechBill”
“TSL” Logo Design
“ITLeverage”
“Single Technology Invoice”
“Financial Intelligence”
“Technology On-Line Management System”
“TeleData”