

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Contribution and Asset Transfer Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clayton Residential Services, Inc. et al.		06/29/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clayton GRP, Inc.		
<b>Street Address:</b>	2 Corporate Drive		
<b>City:</b>	Shelton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06484		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2594830	CLAYTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
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<b>NAME OF SUBMITTER:</b>	Noelle Day		
<b>Signature:</b>	/noelle day/		
<b>Date:</b>	08/23/2005		

CH \$40.00 2594830

Total Attachments: 19  
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**CONTRIBUTION AND ASSET TRANSFER AGREEMENT**

**By and among**

**Clayton Holdings, Inc.**

**Clayton GRP, Inc.**

**and**

**The Sellers,**

**The Stockholders**

**and**

**The Investors**

**named herein**

**Dated as of June 29, 2004**

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## EXHIBITS

Exhibit A-1	-	Schedule of Sellers
Exhibit A-2	-	Schedule of Stockholders
Exhibit B	-	Schedule of Investors
Exhibit C	-	Form of Amended and Restated Certificate of Incorporation of Holdings
Exhibit D	-	Form of Bylaws of Holdings
Exhibit E	-	Form of Stock Option Plan of Holdings
Exhibit F	-	Form of Stockholders Agreement
Exhibit G	-	Form of Registration Rights Agreement
Exhibit H	-	Lamando Employment Agreement
Exhibit I	-	Lamando Non-Competition Agreement
Exhibit J-1	-	Form of Opinion of Bell Boyd & Lloyd
Exhibit J-2	-	Form of Opinion of Day, Berry & Howard
Exhibit K	-	Form of Employee Agreement
Exhibit L	-	Form of General Release
Exhibit M	-	Form of Opinion of Goodwin Procter LLP

## DISCLOSURE SCHEDULE

Section 1.3(a)(i)	-	Assets Sold to the Company
Section 1.3(a)(ii)	-	Assets Sold to Holdings
Section 1.3(a)(iii)	-	Excluded Assets
Section 1.3(b)	-	Assumed Liabilities
Section 2.1	-	Foreign Qualifications
Section 2.4	-	Capitalization
Section 2.5	-	Subsidiaries and Investments
Section 2.6	-	Financial Statements; Projections
Section 2.7	-	Undisclosed Liabilities
Section 2.8	-	Certain Developments
Section 2.12	-	Tax Matters
Section 2.13	-	Material Contracts
Section 2.14	-	Intellectual Property
Section 2.15	-	Litigation
Section 2.16	-	Labor Matters
Section 2.18	-	Employee Benefit Programs
Section 2.19	-	Insurance Coverage
Section 2.20	-	Investment Banking; Brokerage
Section 2.22	-	Customers and Partners
Section 4.3	-	Capitalization of Holdings
Section 5.3	-	Commitment Letters
Section 7.2(h)	-	Persons to Execute Employee Agreements

## CONTRIBUTION AND ASSET TRANSFER AGREEMENT

THIS CONTRIBUTION AND ASSET TRANSFER AGREEMENT (the "*Agreement*") is made and entered into as of June 29, 2004, by and among CLAYTON HOLDINGS, INC., a Delaware corporation ("*Holdings*"), CLAYTON GRP, INC., a Delaware corporation and a wholly owned subsidiary of Holdings (the "*Company*"), Clayton Services, Inc., a Delaware corporation ("*Clayton*"), First Madison Services, Inc., a Delaware corporation ("*First Madison*"), each of the other corporations that, together with Clayton and First Madison, are listed on Exhibit A-1 hereto (the "*Clayton Subsidiaries*," and together with Clayton and First Madison, the "*Sellers*" and each, a "*Seller*"), Stephen M. Lamando ("*Lamando*"), Brian Kramer and Peter Krell (collectively, the "*Founding Stockholders*" and each a "*Founding Stockholder*"), the other respective stockholders of Clayton and First Madison who, together with the Founding Stockholders, are named in Exhibit A-2 attached hereto (the "*Other Stockholders*" and together with the Founding Stockholders, the "*Stockholders*" and each a "*Stockholder*"), and the investment partnerships and other investors named in Exhibit B attached hereto (each, an "*Investor*," and, collectively, the "*Investors*").

REDACTED



Intellectual Property Assets or the Business, infringes or conflicts with the rights of others under any Intellectual Property Assets ("*Third Party Rights*");

(iv) neither the Business nor any Seller Intellectual Property Asset infringes or violates any Third Party Right (other than the rights under any patent or patent application), and to the knowledge of the Sellers, neither the Business nor any Seller Intellectual Property Asset infringes or violates the rights under any patent or patent application;

(v) no Seller has received any communications alleging that the Seller has violated or, by conducting the Business, would violate any Third Party Rights or that any of the Seller Intellectual Property Assets is invalid or unenforceable;

(vi) no Seller is aware of any violation or infringement by a third party of any of the Seller Intellectual Property Assets;

(vii) (A) Sellers have not directly or indirectly granted any rights, licenses or interests in the source code of the Products, and (B) except for employees and consultants that are bound to a non-disclosure agreement with a Seller, since Sellers have developed the source code of the Products, no Seller has provided or disclosed the source code of the Products to any person or entity; and

(viii) none of the Products contains or includes, or is a derivative work (in whole or in part) of, any software that is distributed as "open source" software or under any licenses or distribution models similar to any of GNU's General Public License (GPL) or Lesser/Library GPL (LGPL).

(b) For purposes of this Section 2.14,

(i) "*Seller Intellectual Property Assets*" means all Intellectual Property Assets owned by any of the Sellers or used in the Businesses. "Seller Intellectual Property Assets" includes, without limitation, the Products, Seller Patents, Seller Marks, Seller Copyrights and Seller Trade Secrets.

(ii) "*Intellectual Property Assets*" means:

(A) patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented) (collectively, "*Patents*");

(B) trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration (collectively, "*Marks*");

(C) copyrights in both published and unpublished works, including without limitation all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications,

IN WITNESS WHEREOF, the parties have executed this Agreement or have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SELLERS:

CLAYTON SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

MADISON CAPITAL PARTNERS, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON COMMERCIAL SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON RESIDENTIAL SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

THE CLAYTON GRUP, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON CONDUIT SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON COMPLIANCE SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON PORTFOLIO RECONNAISSANCE  
SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON TECHNOLOGIES SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON TECHNOLOGY PRODUCTS AND SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON STAFFING SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON ADVISORY SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Officer and President

CLAYTON MUNICIPAL ASSET SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Office and President

FIRST MADISON SERVICES, INC.

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Chief Executive Office and President

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STOCKHOLDERS:

Stephen M. Lamando  
Stephen M. Lamando

\_\_\_\_\_  
Brian Kramer

\_\_\_\_\_  
Peter Krell

\_\_\_\_\_  
John Anderson

\_\_\_\_\_  
Brian Newman

LAMANDO FAMILY IRREVOCABLE GRANTOR  
TRUST

By: Stephen M. Lamando  
Name: Stephen M. Lamando  
Title: Authorized Person

By: \_\_\_\_\_  
Name: Nicholas Lamando  
Title: Authorized Person

**STOCKHOLDERS:**

\_\_\_\_\_  
Stephen M. Lamando

*Brian Kramer*  
\_\_\_\_\_  
Brian Kramer

\_\_\_\_\_  
Peter Krell

\_\_\_\_\_  
John Anderson

\_\_\_\_\_  
Brian Newman

**LAMANDO FAMILY IRREVOCABLE  
GRANTOR TRUST**

By: \_\_\_\_\_

Name: Stephen M. Lamando  
Title: Authorized Person

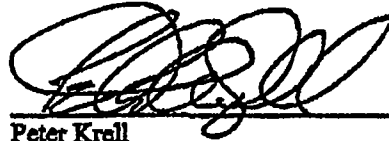
By: \_\_\_\_\_

Name: Nicholas Lamando  
Title: Authorized Person

**STOCKHOLDERS:**

\_\_\_\_\_  
**Stephen M. Lamando**

\_\_\_\_\_  
**Brian Kramer**



\_\_\_\_\_  
**Peter Krell**

\_\_\_\_\_  
**John Anderson**

\_\_\_\_\_  
**Brian Newman**

**LAMANDO FAMILY IRREVOCABLE  
GRANTOR TRUST**

By: \_\_\_\_\_  
**Name: Stephen M. Lamando**  
**Title: Authorized Person**

By: \_\_\_\_\_  
**Name: Nicholas Lamando**  
**Title: Authorized Person**

**STOCKHOLDERS:**

\_\_\_\_\_  
Stephen M. Lamando

\_\_\_\_\_  
Brian Kramer

\_\_\_\_\_  
Peter Krell

  
\_\_\_\_\_  
John Anderson

**LAMANDO FAMILY IRREVOCABLE  
TRUST**

By: \_\_\_\_\_

\_\_\_\_\_  
Name: Stephen M. Lamando  
Title: Authorized Person

By: \_\_\_\_\_

\_\_\_\_\_  
Name: Nicholas Lamando  
Title: Authorized Person



**STOCKHOLDERS:**

\_\_\_\_\_  
Stephen M. Lamando

\_\_\_\_\_  
Brian Kramer

\_\_\_\_\_  
Peter Kroll

\_\_\_\_\_  
John Anderson

  
\_\_\_\_\_  
Brian Newman

**LAMANDO FAMILY IRREVOCABLE  
GRANTOR TRUST**

By: \_\_\_\_\_  
Name: Stephen M. Lamando  
Title: Authorized Person

By: \_\_\_\_\_  
Name: Nicholas Lamando  
Title: Authorized Person

**STOCKHOLDERS:**

\_\_\_\_\_  
Stephen M. Lamando

\_\_\_\_\_  
Brian Kramer

\_\_\_\_\_  
Peter Kroll

\_\_\_\_\_  
John Anderson

\_\_\_\_\_  
Brian Newman

**LAMANDO FAMILY IRREVOCABLE  
GRANTOR TRUST**

By: \_\_\_\_\_

Name: Stephen M. Lamando

Title: Authorized Person

By: *Nicholas Lamando* \_\_\_\_\_

Name: Nicholas Lamando

Title: Authorized Person

**HOLDINGS:**

CLAYTON HOLDINGS, INC.

By: Roger B. Kafker  
Name: Roger B. Kafker  
Title: President

**COMPANY:**

CLAYTON GRP., INC.

By: Roger B. Kafker  
Name: Roger B. Kafker  
Title: President

**INVESTORS:**

**TA IX L.P.**

**By: TA Associates IX LLC, its General Partner**

**By: TA Associates, Inc., its Manager**

By: Roger B. Kafker  
Name: Roger B. Kafker  
Its: Managing Director

**TA/ATLANTIC AND PACIFIC IV L.P.**

**By: TA Associates AP IV L.P., its General Partner**

**By: TA Associates, Inc., its General Partner**

By: Roger B. Kafker  
Name: Roger B. Kafker  
Its: Managing Director

**TA STRATEGIC PARTNERS FUND A L.P.**

**By: TA Associates SPF L.P., its General Partner**

**By: TA Associates, Inc., its General Partner**

By: Roger B. Kafker  
Name: Roger B. Kafker  
Its: Managing Director

**TRADEMARK**

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TA STRATEGIC PARTNERS FUND B L.P.  
By: TA Associates SPF L.P., its General Partner  
By: TA Associates, Inc., its General Partner

By: Roger B. Kafker  
Name: Roger B. Kafker  
Its: Managing Director

TA INVESTORS II, L.P.  
By: TA Associates, Inc., its General Partner

By: Roger B. Kafker  
Name: Roger B. Kafker  
Its: Managing Director

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