

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Towers, Perrin, Forster & Crosby, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) March 1, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EDS Information Services, L.L.C.

Internal _____

Address: _____

Street Address: 5400 Legacy Drive, M/S H3-3A-05

City: Plano

State: Texas

Country: USA Zip: 75024

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other United Liability Company Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1,551,780, 1,576,111, 1,607,206, 2,788,426

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

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

Name: Steven L. Page

Internal Address: Electronic Data Systems Corporation

Street Address: 5400 Legacy Drive, M/S H3-3A-05

City: Plano

State: Texas Zip: 75024

Phone Number: 972-605-5568

Fax Number: 972-605-5616

Email Address: steven.page@eds.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

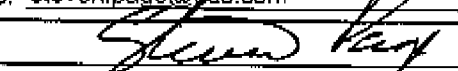
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 05-0765
Authorized User Name Laura Zavala

9. Signature:



Signature

August 2, 2005

Date

Steven L. Page

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$116.00 060765 1561780

EXECUTION VERSIONINTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 1st day of March, 2005 by and between Towers, Perrin, Forster & Crosby, Inc., a Pennsylvania corporation ("Assignor"), and EDS Information Services L.L.C., a Delaware limited liability company ("Assignee"). Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Contribution Agreement (as defined below).

WHEREAS, Assignee, Assignor, Electronic Data Systems Corporation, a Delaware corporation, and ExcellerateHRO LLP (formerly known as EDS JV 215 LLP), a Delaware limited liability partnership, have entered into a Contribution and Asset Purchase Agreement, dated as of January 18, 2005, as amended by Amendment No. 1 thereto, dated as of February 28, 2005 (the "Contribution Agreement"); and

WHEREAS, Assignee and Assignor are concurrently herewith executing a Bill of Sale and General Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") pursuant to which, among other things, subject to the terms set forth in such agreement, Assignor is assigning all of its right, title and interest in and to the EIS/TPAS Transferred Business Assets and Assignee is accepting such assignment; and

WHEREAS, pursuant to, and in accordance with the terms of, the Contribution Agreement, the parties hereto desire to ensure that all of Assignor's right, title and interest in and to the Intellectual Property set forth on Schedules I, II, III, IV and V hereto is sold to Assignee.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Contribution Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Contribution Agreement and to the extent not contributed, transferred, conveyed, assigned or delivered to Assignee pursuant to the Assignment and Assumption Agreement, the parties hereto agree as follows:

(1) Assignment and Conveyance of Patents. Assignor hereby irrevocably grants, assigns, transfers, conveys, delivers and sets over to Assignee all of Assignor's right, title and interest in and to, subject to Section 2.07 of the Contribution Agreement, the inventions, patents and patent applications set forth on Schedule I hereto (collectively, the "Patents"), and to the improvements and inventions disclosed in said patents and patent applications throughout the Territory, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including, without limitation, the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in its own name throughout the Territory, including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever. Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all patents on said applications or applications resulting therefrom to said Assignee, as assignee of the entire interest; and at Assignee's reasonable request, it agrees that it will communicate to said Assignee, or its representatives, any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally take all commercially reasonable steps necessary to aid said Assignee, and its successors and assigns, to obtain

3584760

TRADEMARK
REEL: 003167 FRAME: 0791

and enforce proper protection for the Patents in all countries throughout the Territory, and asserts that it will not execute any agreements inconsistent therewith.

(2) Assignment and Conveyance of Marks. Assignor hereby irrevocably grants, assigns, transfers, conveys, delivers and sets over to Assignee all of Assignor's right, title and interest in and to, subject to Section 2.07 of the Contribution Agreement, the registered common law trademarks and service marks set forth on Schedule II hereto, and any applications and registrations therefore, together with all the goodwill of the TPAS Business connected with the use of and symbolized by said trademarks, service marks, applications and registrations (collectively, the "Marks"). All such rights to the Marks, including, without limitation, the right to sue for damages and profits, due or accrued, and other remedies in respect of any present and future infringements or misappropriation of the Marks in perpetuity (or for the longest period of time otherwise permitted by Law) and all goodwill generated thereby, shall be the sole property of Assignee and inure to the benefit of Assignee and its successors and assigns. Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all trademark and service mark registrations on said applications and renewals on said registrations to said Assignee, as assignee of the entire interest, together with the goodwill symbolized by said Marks; and at Assignee's reasonable request, it agrees that it will communicate to said Assignee, or its representatives, any facts known to it respecting said Marks, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all documents, make all rightful oaths and generally take all commercially reasonable steps necessary to aid said Assignee, and its successors and assigns, to obtain and enforce proper protection for the Marks in all countries throughout the Territory, and asserts that it will not execute any agreements inconsistent therewith.

(3) Assignment and Conveyance of Copyrights. Assignor hereby irrevocably grants, assigns, transfers, conveys, delivers and sets over to Assignee all of Assignor's right, title and interest in and to, subject to Section 2.07 of the Contribution Agreement, any and all copyrights and copyright registrations set forth on Schedule III hereto, to the full extent of the scope of use thereof, together with all the goodwill of the TPAS Business connected with the use of and symbolized by said copyrights and copyright registrations (the "Copyrights"). All such rights to the Copyrights, including, without limitation, the right to sue for damages and other remedies in respect of any present and future infringements or misappropriation of the Copyrights in perpetuity (or for the longest period of time otherwise permitted by Law) and all goodwill generated thereby, shall be the sole property of Assignee and inure to the benefit of Assignee and its successors and assigns. At Assignee's reasonable request, Assignor agrees that it will communicate to said Assignee, or its representatives, any facts known to it respecting said Copyrights, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all documents, make all rightful oaths and generally take all commercially reasonable steps necessary to aid said Assignee, and its successors and assigns, to obtain and enforce proper protection for the Copyrights in all countries throughout the Territory, and asserts that it will not execute any agreements inconsistent therewith.

(4) Change of Registrant Name. Assignor acknowledges that its assigned domain names and the identification of each registrar of such domain names, to the extent comprising the TPAS Domestic Intellectual Property, are set forth on Schedule IV attached hereto (the "Domain Names"). Assignor hereby affirms and covenants that it will deliver to Assignee any and all executed forms or documents as may be required by the registration authority in order for the respective registrar(s) to accept Assignee as the "Registrant" for the Domain Names; and at Assignee's reasonable request, it agrees that it will communicate to said Assignee, or its representatives, any facts known to it respecting said Domain Names, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all documents, make all rightful oaths and generally take all commercially reasonable steps necessary to aid said Assignee, and its successors and assigns, to obtain and enforce proper protection for the Domain

Names in all countries throughout the Territory, and asserts that it will not execute any agreements inconsistent therewith.

(5) Assignment and Conveyance of Other Intellectual Property. Assignor hereby irrevocably grants, assigns, transfers, conveys, delivers and sets over to Assignee all of Assignor's right, title and interest in and to, subject to Section 2.07 of the Contribution Agreement, any and all other Intellectual Property set forth on Schedule V hereto (the "Other Intellectual Property"). All such rights to the Other Intellectual Property, including, without limitation, the right to sue for damages and other remedies in respect of any present and future infringements or misappropriation of the Other Intellectual Property in perpetuity (or for the longest period of time otherwise permitted by Law) and all goodwill generated thereby, shall be the sole property of Assignee and inure to the benefit of Assignee and its successors and assigns.

(6) Further Assurances. At any time or from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall sign all documents, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally take all commercially reasonable steps necessary to aid Assignee, its successors and assigns, to obtain and enforce proper protection for all the Patents, Marks, Copyrights, Domain Names and Other Intellectual Property in all countries throughout the Territory.

(7) Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns, and no Person other than Assignor, Assignee or their respective successors and assigns shall have any rights under this Agreement or the provisions contained herein.

(8) Recordings. An executed copy of this Agreement may be filed with the proper Governmental or Regulatory Authority or public body by Assignee at any time.

(9) Captions. The Section headings contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

(10) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(11) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement but only to such extent.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement on the day and year first above written.

TOWERS, PERRIN, FORSTER & CROSBY, INC.

By: Robert G. Hogan
Name: Robert G. Hogan
Title: Managing Director

EDS INFORMATION SERVICES L.L.C.


By: _____
Name: Thomas A. Haubenstricker
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement on the day and year first above written.

TOWERS, PERRIN, FORSTER & CROSBY, INC

By: _____
Name: Robert G. Hogan
Title: Managing Director

EDS INFORMATION SERVICES L.L.C.

By: 
Name: Thomas A. Haubenstricker
Title: Authorized Signatory

Schedule I
to the Intellectual Property Assignment Agreement by and between EIS and TP

Patents and Inventions:

Patents:

None.

Inventions:

The inventions developed by Assignor and embodied in the Intellectual Property listed in Schedule V to this Intellectual Property Assignment Agreement.

Schedule II
to the Intellectual Property Assignment Agreement by and between EIS and TP

Marks

See attached.

Schedule B to the Intellectual Property Assignment Agreement by and between EIS and TP
 Marks

Headline	Asset Name	Description	Registered	Unregistered	Hand	Appl. in Other Rooms	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Shared TPAS	Category
Registered Trademarks											
Trademark	Patsan/Vanover	U.S. Reg. 1,551,789 (Class 9)							X		
Trademark	Exa/Manager	U.S. Reg. 1,576,111 (Class 9)							X		
Trademark	Account/Manager	U.S. Reg. 1,607,205 (Class 9)							X		
Trademark	Specialty Call Center	U.S. Reg. 2,788,478 (Classes 35 and 36)							X		
Application for Registration											
Trademark	60XConnect	U.S. Appl. 766432,354 (Classes 36 and 42) Unregistered - common law rights, if any								X	
Unregistered Trademarks											
Trademark	Inform3d Administration	Unregistered								X	
Trademark	B3/Manager	Unregistered - common law rights, if any							X		
Trademark	HW/Module	Unregistered - common law rights, if any							X		
Trademark	DR/Module	Unregistered - common law rights, if any							X		
Trademark	Reference/MAR/Process	Unregistered - common law rights, if any							X		

Schedule III
to the Intellectual Property Assignment Agreement by and between EIS and TP

Copyrights

Registered Copyrights

None.

Unregistered Copyrights

All copyrights in all original works of authorship on Schedule V of the Intellectual Property Assignment that are subject to copyright protection, except for those items identified as under third-party licenses.

Schedule IV
to the Intellectual Property Assignment Agreement by and between EIS and TP

Domain Names

See attached.

Schedule W in the Intellectual Property Assignment Agreement by and between EIS and TP

Domain Names

Domain	Domain Name	Description	Registrar Name	Website	IP	IPAS Provisional Status	IPAS Provisional Status	IPAS Provisional Status	IPAS Provisional Status	IPAS Provisional Status	IPAS Provisional Status
Domain	benetls.com	Not active - Planned to be abandoned.	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	TPAS Only	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	TPAS Only	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	Not active - Planned to be abandoned.	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	TPAS Only	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	Not active - Planned to be abandoned.	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	TPAS Only	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	TPAS Only	NETWORK SOLUTIONS, INC.		X						
Domain	benetls.com	TPAS Only	NETWORK SOLUTIONS, INC.		X						

Schedule V
to the Intellectual Property Assignment Agreement by and between EIS and TP

Other Intellectual Property

See attached.

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and TP

Heading	Asset Name	Description	Material IP	License Name	Air in Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category	
								TPAS Only	Shared TPAS
Sales	Proposal Library	Templates and precedents documentation for TPAS client proposals excluding any underlying TP generic or other LOB version and excluding content related to other LOB products & services. (dbConnect group also maintains a separate version of this data.)		NA	NA			X	
Sales	AFP Express/TP Machine	Software used to manage database of Proposal Library content		Proquest Software	NA		X		
Sales	Slide Library	PowerPoint templates (text and images) for client presentations		NA	NA			X	
Sales	Competitor profiles	Written summaries (Excel spreadsheets) about TPAS competitors		NA	NA			X	
Sales	Market Segmentation framework	TPAS-specific model for targeting clients embedded in PowerPoint document		Monitor Group	Yes			X	
Sales	Sales Demo Systems	Software demo for client ER that demonstrates how SEEs experience access to TPAS systems	X	NA	NA	X			
Sales	Transition Kit	TPAS-specific how-to guide and sample slides that instructs client account teams on how to transition from the existing phase to the Kickoff/implementation phase for new client accounts		NA	NA	NA	NA	X	
Sales	MPA Loss Surveys	Questionnaires customized specifically for TPAS for use in witness surveys conducted by Chatham Partners on our behalf (regarding the satisfaction of new business prospects with our selling process and product offering)		Chatham Partners	NA	NA	NA		X
Sales	Sale visit Survey K1	Scenario guide to educate and support selling teams during meetings conducted in the selling process -- specifically, during prospective client visits to TPAS service center sites, as well as during on-site meetings at client locations. Includes client dossier and other sales strategy and project management materials		NA	NA	NA	NA	X	
Sales	Training, Tracking, Data Files, and Reporting Templates	Client notes, databases, slides, and approved TPAS training and sales data (does not include Lotus Notes)		NA	NA	NA	NA		X
Implementation	Implementation "Script: examples" tool	Project plans, resource maps, etc., final drive implementation plan	X	NA	NA				X
Implementation	Regulated Implementation Testing methodology	Templates documentation to capture client plan features. Embodied in implementation "toolkit"		NA	NA				X
Implementation	Web development and deployment processes	Know-how for developing and deploying TPAS-specific web components for client-specific websites		NA	NA				X
Implementation	TPAS System Change Log (aka PRF)	Lotus Notes database used by Client Delivery and Implementation to track small - medium client-specific changes to the relative value of optional benefits		NA	NA				X
Implementation	Relative Value Tools	TPAS specific spreadsheets created for client plans to calculate the relative value of optional benefits		NA	NA				X
TPAS Service Delivery	DB Module	Software for DB pension administration and replacement by Pension Manager in the Am - customized for client	X	NA	NA	X			
TPAS Service Delivery	LOB Web	Front end for participant access to pension info via web - customized for client	X	NA	NA	X			
TPAS Service Delivery	HAW Module	Software for HAW plan administration and replacement for client	X	NA	NA	X			
TPAS Service Delivery	HAW Web	Front end for participant access to HAW plan info via web - customized for client	X	NA	NA	X			
TPAS Service Delivery	dbConnect	HAW legacy software equivalent of dbConnect for HAW client		NA	NA	X			

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and TP

Other Intellectual Property	Market Name	Description	Material IP	Licensor Name	Agri. Data Room	TPAS Proprietary Software	TPAS Licensed Software	Transition	
								TPAS Only	Shared TPAS
TPAS Service Delivery	PensionManager	Legacy pension administration software - highly customized for client (25 in US and 75 in Canada)	X	NA	NA	X	-	X	-
TPAS Service Delivery	PensionManagerWeb	Front end for participant access to pension info via web for legacy PensionManager systems	X	NA	NA	X	-	X	-
TPAS Service Delivery	Aubora	Third-party software tool used to create custom web-based content for DB and H&W, benefit provisions, language for enrollment and file events - comes with templates and parameter changes drive creation of web pages on the fly. Excludes SED software. (See Excluded below)	X	Aubora	Yes	-	X	-	-
TPAS Service Delivery	dbConnect (Level 0)	Pension admin software at lower level of hybrid offering based on RET, LOB spreadsheet of pension calculations	X	NA	NA	X	-	-	X
TPAS Service Delivery	dbConnect (Level 1,2,3)	Combination web and software product umbrella (e.g. the DB Module and DB Web together - number denotes different service level and possibly different platform [Level #1 = systems we implement and host but client operates] [Levels #2 and #3 = system we implement, host and operate but fulfill client business to support legal of information needed]). Software manages interactions with client carriers	X	NA	NA	X	-	-	X
TPAS Service Delivery	PlanManager	Software manages retiree medical claims	X	NA	NA	X	-	X	-
TPAS Service Delivery	Clarity	Clarity software tracks contact with participants and workflow, identifies next steps, and produces reports for contact and case management - including custom scripting for TPAS-specific rules for automating work processes	X	Amigos Software Ltd.	Yes - Amigos	-	X	-	X
TPAS Service Delivery	CMS (North America)	Lotus Notes software application; predecessor to Clarity (Does not include Lotus Notes)	X	ZAMBA Solutions	Yes - ZAMBA	-	X	-	X
TPAS Service Delivery	Clint	Software used to provide dual-in access to PensionManager	X	Clint	Yes	-	X	-	X
TPAS Service Delivery	PlanManager (Content)	Lotus Notes searchable database for client plan documents. (Does not include Lotus Notes)		NA	NA	X	-	X	-
TPAS Service Delivery	PlanManager (Database)	Lotus Notes searchable database for client plan documents. (Does not include Lotus Notes)		NA	NA	X	-	X	-
TPAS Service Delivery	Know (Content)	Lotus Notes searchable database for call guides customized by client. (Does not include Lotus Notes)	X	NA	NA	X	-	X	-
TPAS Service Delivery	Know (Database)	Lotus Notes searchable database for call guides customized by client. (Does not include Lotus Notes)	X	NA	NA	X	-	X	-
TPAS Service Delivery	TPAS Desktop Tool	Browser tool links Aspect phone system (participant calls and statuses) with the DB Module and H&W Module (see Telephony and Fulfillment below)	X	NA	NA	X	-	X	-
TPAS Service Delivery	DB Module (AccountManager)	Software for DB plan administration and replacement - customized for client		NA	NA	X	-	X	-
TPAS Service Delivery	DB Web (AccountManager Web)	Front end for participant access to pension info via web - customized for client		NA	NA	X	-	X	-
TPAS Service Delivery	DB Module Documentation	On-line documentation for this application used internally by TPAS staff - online user manual		NA	NA	-	-	X	-
TPAS Service Delivery	PensionManager Documentation	On-line documentation for this application used internally by TPAS staff - online user manual		NA	NA	-	-	X	-
TPAS Service Delivery	H&W Module Documentation	On-line documentation for this application used internally by TPAS staff - online user manual		NA	NA	-	-	X	-

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and TP

Item	Other Intellectual Property	Description	Material IP	License	Agree in Data Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Specialty TP	Transition
TPAS Service Delivery	Service Center Applications Documentation	On-line documentation for this application used internally by TPAS staff - on the user manual	X	FreeNet	Yes		X			
TPAS Fulfillment	Flaher	System software & hardware images increasing mail software licenses, files in data on and prints forms and moves it across from place to place	X	Softmar Systems	Yes		X			
TPAS Fulfillment	Edmar	Software created, files in data on and prints forms and moves it across from place to place	X	Kerox	Yes		X			
Support Systems	Regulatory compliance procedures	Collection of procedural documentation prepared by Fran Steiner's TPAS Compliance group		NA	NA			X		
Support Systems	Training and Support	TPAS only and data being materials on TPAS specific professional skills, orientation, technical skills, professional certification, ISO certification and client-specific processes. Excludes underlying TP generic or other LOB versions (e.g., TP generic professional training, Respect at Work, Diversity, Performance Management training, Good Client-Good Grammar training and Harvard Management Mar for training)		NA	NA				X	
Support Systems	Employer Portal	TPAS-specific intranet for Lotus Notes-based website for client access info. Site includes link to TP Advantage, operational reports, score cards, remote access to DB	X	NA	NA			X		
Support Systems	Blue Pumpkin	WordMail Module, training materials and ad hoc reporting. Excludes tools, content and features developed by other TP LOBs, unless specifically named on this TPAS ad hoc schedule		Blue Pumpkin	Yes		X			
Support Systems	Clientwork	Software used for workflow management, monitor phone traffic, predials staffing needs		Clientwork	Yes		X			
Support Systems	Ultra 8	Performs pension calculations in DB Module	X	VeriR	Yes		X			
Support Systems	Data Warehouse	Call recording and linking software 166 Eto Aspect and e-mail files		NA	NA					
Support Systems	MG CCSR	Some Management Reports run against this TPAS-specific database	X	NA	NA				X	
Support Systems	MG PAP Tool	File-trading software built specifically for Northrop Grumman to track and process incoming files		NA	NA		X			
Support Systems	HR University	Website for new hire administration built specifically for Northrop Grumman to allow new hires to enroll for benefits		NA	NA		X			
Support Systems	Web Usage Reports	A on-line benefits tutorial that is presentation offering in the Employer Portal		NA	NA		X			
Support Systems	IronMail	A on-line reporting site displaying information about web usage for TPAS made available using the Employer Portal - software		ClientWork	Strick Wrap		X			
Support Systems	Ascential Software	Mass Email Infrastructure software - under over license specifically covering only TPAS operations		Ascential Software	Strick Wrap		X			
Support Systems	Empirik Adobe Photoshop v7.0	Draft tool software		Empirik Adobe	Strick Wrap		X			
Development	Access/communications software	HR mentoring software and software client graphics for demos		Empirik Adobe	Strick Wrap		X			
Development	Acadris AWF 14.1	PL/SQL developer software		Acadris	Strick Wrap		X			
Development		Web server software for TPS Desktop and Desktop Infrastructure		Acadris	Strick Wrap		X			

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and TP

Heading	Asset Name	Description	Material IP	Licensor Name	Agri. Data Room	TPAS Property Software	TPAS Licensed Software	Category	
								TPAS Only	Shared TPAS
Development	Avery Design Pro v4	Software for printing labels		Avery Design	Shrink Wrap		X	X	
Development	BEA Commerce Server	Software used to deliver TPAS employee self-services web sites		BEA Systems	Yes		X	X	
Development	BEA WebLogic Portal	Software used to deliver the TPAS Employer Portal		BEA Systems	Yes		X	X	
Development	BEA WebLogic v8.1	Software used to deliver TPAS employee self-services web sites		BEA Systems	Yes		X	X	
Development	Berthio Golden	Query software tool for Oracle		Berthio	Shrink Wrap		X	X	
Development	Beyond Compare v1.8a	Software for comparing files against each other		Scooter Software	Shrink Wrap		X	X	
Development	Boydland Optimizer II 5.0	Application optimization software		Boydland	Shrink Wrap		X	X	
Development	Bradybury Software TopStyle 2.9	CSS Editor - Cascading Style Sheets software for editing HTML/XML code		Bradybury Software	Shrink Wrap		X	X	
Development	Catalyst Socket Traps	deConnect development software		Catalyst	Shrink Wrap		X	X	
Development	Chart FX Interact 5.5	Software to generate employee access bar charts		Software FX	Shrink Wrap		X	X	
Development	CodeWeight v6.6	Source code management software		CodeWeight	Shrink Wrap		X	X	
Development	Codes Cop	Image map editor software		Codes Cop	Shrink Wrap		X	X	
Development	Cystal Reports 6.0	Report writing software		Seagate	Shrink Wrap		X	X	
Development	DataDirect	ODBC driver -- software for DB Module linkage		DataDirect	Yes		X	X	
Development	Divine WebAgent	Web Chat		Divine	Yes		X	X	
Development	DreamWeaver 3	Web site creation software suite		Macromed	Shrink Wrap		X	X	
Development	Dynapack Zip Control	disConnect development software		limer	Shrink Wrap		X	X	
Development	Edit Plus	Software text editor for Windows		Media, Inc. Edit Plus	Shrink Wrap		X	X	
Development	eFax	Fax software used by the Specialty Call Center		2 Global Communications	Shrink Wrap		X	X	
Development	EMVision 1st Page 2000 v2	Contact Management (Clarify) development software		EMVision	Shrink Wrap		X	X	
Development	FairPoint ListPro v3.0.6	Software used in the development of TPAS imaging application		FairPoint Technology	Shrink Wrap		X	X	
Development	First Choice	Financial data access within Query -- software		First Choice	Yes		X	X	
Development	Flash MX (version 6.0)	Developing web based demonstrations for potential clients -- development software		Macromed	Shrink Wrap		X	X	
Development	FluamiGlobal Exceed	Access Unix servers -- software		Software	Shrink Wrap		X	X	
Development	Hyperion	Web-based report publishing software		Hyperion	Yes		X	X	
Development	Hyperion HyperSnap 5.6	Graphics screen capture software		Hyperion	Shrink Wrap		X	X	

Schedule Y to the Intellectual Property Assignment Agreement by and between EIS and TP

Other Intellectual Property									
Asset Name	Description	Material	License Name	Agmt. Reson.	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Shared TPAS	Shared TPAS
Development	IBM Direct Talk Smbator		IBM	Shrink Wrap		X	X		
Development	IBM Java Jre 1.3.1		IBM	Free-ware		X	X		
Development	IBM WebSphere V06 Response 3.1		IBM	Yes		X		X	
Development	IBM Computer Solutions UltraEcll		IBM Computer Solutions	Shrink Wrap		X	X		
Development	InstalShield v6.34		InstalShield	Shrink Wrap		X	X		
Development	J-Integra		J-Integra	Shrink Wrap		X	X		
Development	Java 1.3.1		Sun	Free-ware		X	X		
Development	JRUN		Marcomedia	Yes		X		X	
Development	KnowDev		KnowWagen	Yes		X			
Development	Mansfield Software Group Meet		Mansfield Software Group	Shrink Wrap		X	X		
Development	MicroFocus Cobol		MicroFocus	Yes		X	X		
Development	MSDN Universal's description of the meeting		Microsoft	Yes		X	X		
Development	Netscape		Netscape	Free-ware		X	X		
Development	Oracle		Oracle	Shrink Wrap		X	X		
Development	ObjectPlant		ObjectPlant	Shrink Wrap		X	X		
Development	Oracle SQL Developer 3.1		Oracle	Shrink Wrap		X	X		
Development	Print Key		Print Key	Shrink Wrap		X	X		
Development	QuarkExpress - version 5.0		Quark	Shrink Wrap		X	X		
Development	Roxio Easy CD & DVD Creator v6.1.1.7		Roxio	Shrink Wrap		X	X		
Development	Sax Basic Enterprise US		Sax	Yes		X	X		
Development	Sarens Maastricht FAXS Sharpy		Sarens	Shrink Wrap		X	X		

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and EP

Asset Name	Description	License Name	Agri. in Data	TPAS Proprietary Software	TPAS (Licensable) Software	TPAS Only	Shared TPAS	Open Source
Development		Shendian	Shrink Wrap		X	X		
Development	Imaging development software	SocNetWin	Shrink Wrap		X	X		
Development	dbConnect development software	TeckSmith Corporate	Shrink Wrap		X	X		
Development	Graphical capture software for various applications	Microsoft	Shrink Wrap		X	X		
Development	Back-end database	TECHNIX	Shrink Wrap		X	X		
Development	Imaging development software	SYBASE	Shrink Wrap		X	X		
Development	Development environment	PADE	Shrink Wrap		X	X		
Development	Imaging software runs with FileMail	TOADSoft	Shrink Wrap		X	X		
Development	Database tool	Udecise Software Systems	Shrink Wrap		X	X		
Development	UNIX File Editing	Virtual Media	Shrink Wrap		X	X		
Development	Help authoring software	Microsoft	Shrink Wrap		X	X		
Development	Visual J++ Professional Edition	Microsoft	Shrink Wrap		X	X		
Development	Visual SourceSafe 4.0	Microsoft	Shrink Wrap		X	X		
Development	Source code management tool	Endland	Shrink Wrap		X	X		
Development	TPAS and TPAS Desktop development software	Imantech, Inc	Shrink Wrap		X	X		
Development	dbConnect development software	Altera	Shrink Wrap		X	X		
Development	Software for editing XML pages	NA	NA					
Financial Control	TPAS specific formula for determining cost of project and determining alternative pricing options	NA	NA					
Financial Control	Lotus Notes searchable database of documentation covering all ISO-certified processes relating to the process, procedure and assessment. (Does not include Lotus Notes.)	NA	NA				X	
Financial Control	TPAS specific audit process documentation	NA	NA					
Financial Control	The collection of TPAS quality policies	NA	NA					
Financial Control	The collection of TPAS quality procedures	NA	NA					
Financial Control	Lotus Notes database of TPAS operating procedures	NA	NA					
Financial Control	Lotus Notes database of TPAS operating procedures	NA	NA					
Product Management	Collection of documentation related to product innovation and development process	NA	NA					
Product Management	Both a template for a overview of products and the actual documents	NA	NA					
Product Management	Both a template for an externally defined written description of products and the actual documents	NA	NA					

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and TP

Product	Asset Name	Description	Material IP	Licensee Name	Agri. Data Room	TPAS Proprietary Software	TPAS Business Software	TPAS Only	Copyright	Trademark
Product Management	Scope of Services Document	Both a template for an extremely detailed description of products and the actual documents that are used to contract with client for the services to be delivered.	X	NA	NA	—	—	X		
Product Management	Business Requirements Document	Both a template for a new products and enhancements and the actual documents.		NA	NA	—	—	X		
Product Management	Product Development & Infrastructure Desk	Lotus Notes-based application that is used to capture requests for new products, product enhancements, bug client projects and infrastructure changes.		NA	NA	—	—	X		
Product Management	Project Scope Document	Both a template for stating new products and enhancements and the actual documents.		NA	NA	—	—	X		
Product Management	Project Proposal Form	Both a template for proposing new TPAS projects and the actual documents.		NA	NA	—	—	X		
Product Management	Custom Management Reports	The reports developed specifically for TPAS that are delivered to client via the Management Reporting Portal.		NA	NA	—	—	X		
Application Delivery	Functional Requirements Document	Both a template for a new products and enhancements and the actual documents.		NA	NA	—	—	X		
Application Delivery	TPAS Best Practices (Content)	Documentation of procedural best practices at a point in time.		NA	NA	—	—	X		
Application Delivery	TPAS Best Practices (Database)	Lotus Notes database of documentation of procedural best practices at a point in time.		NA	NA	—	—	X		
Application Delivery	Test Plans/Scripts	Written test plans and scripts for regression testing product releases for HW, SW and client specific websites.		NA	NA	—	—	X		
Application Delivery	Migration/Conver Checklists	Application specific checklists for migrating code in QA and production environments.		NA	NA	—	—	X		
Application Delivery	Production/Processing Run Guides	Client specific written operating instructions for running production and batch processes involving client data.	X	NA	NA	—	—	X		
Application Delivery	Testing Methodology Handbook	Procedures and process documentation for internal TPAS QA testing.		NA	NA	—	—	X		
Application Delivery	Test Plan	Software that is used to determine non-functional requirements.		TeleLeaf Technology	Yes	—	X		X	
Telephony	Aspect Telephone Systems	Tracks all participant calls and reports statistics - consists of switch, hardware and software.	X	Aspect Telecommunications	Yes	—	X		X	
Telephony	DT 6000 IVR Voice Response	The base interactive voice response systems (hardware and HTML code) in between phone system and DB and HWY databases, set up and scripted by TPAS. Excludes use of IVR systems by TP PCS group (Jim Bennett).	X	IBM	Yes	—	X			
Telephony	TPAS IVR Framework	The base interactive voice response systems (hardware and HTML code) in between phone system and DB and HWY databases, set up and scripted by TPAS. Excludes use of IVR systems by TP PCS group (Jim Bennett).	X	NA	NA	X	—	X		
Telephony	TPAS IVR Scripts	The individual client-specific scripts that run on the TPAS IVR Framework - excludes PCS scripts. Excludes use of IVR systems by TP PCS group (Jim Bennett).	X	NA	NA	—	—	X		
Telephony	Aspect Telephone Systems Custom Reports	A set of reports developed by Aspect specifically for TPAS that are used to track Service Center call statistics.		TP (part)	NA	—	—		X	

Schedule V to the Intellectual Property Assignment Agreement by and between EIS and TP

Other Intellectual Property										
Heading	Asset Name	Description	Material IP	License Name	Age in (Yr)	TPAS (Proprietary Software)	TPAS (License Software)	TPAS (Shared TP)	Category	Transferrable
Miscellaneous	Embedded IP	Software and other intellectual property (if any) embedded in tangible personal property being transferred to HROCC pursuant to CAPA Schedule Z(A)(3)(ii). By way of example, and without limitation, this would include BIOS software in a ROM chip in computer hardware. This is not intended to include items of IP intangible or added by the end user, such as MS-Office, etc.		various			X			