

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Distribution and Winding-up Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insurance Software Solutions Corp.		12/31/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	EDS Canada, Inc.		
Street Address:	33 Yonge Street		
Internal Address:	STE 500		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5E-1G4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2050113	SOLCORP	
Registration Number:	2495317	SOLCORP	
Registration Number:	2876012	SOLCORP / PRODUCTXPRESS	
Registration Number:	2282430	SOLCORP/INGENIUM	
CORRESPONDENCE DATA			
Fax Number:	(972)605-5616		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-605-5568		
Email:	laura.zavala@eds.com		
Correspondent Name:	Steven L. Page		
Address Line 1:	5400 Legacy Drive		
Address Line 2:	M/S H3-3A-05		
Address Line 4:	Plano, TEXAS 75024		
ATTORNEY DOCKET NUMBER:	VARIOUS SOLCORP MATTERS		

CH \$115.00 2050113

DOMESTIC REPRESENTATIVE

Name: Steven L. Page
Address Line 1: 5400 Legacy Drive
Address Line 2: M/S H3-3A-05A
Address Line 4: Plano, TEXAS 75024

NAME OF SUBMITTER:	Steven L. Page
Signature:	/Steven L. Page/
Date:	08/15/2006

Total Attachments: 6
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DISTRIBUTION AND WINDING-UP AGREEMENT

Distribution and Winding-Up Agreement dated December 31st, 2005, between Insurance Software Solutions Corp./La Société de Solutions Informatiques d'Assurance Corp. (the "**Corporation**") and EDS Canada Inc. (the "**Shareholder**").

RECITALS

- (a) The Shareholder has authorized the voluntary dissolution of the Corporation pursuant to subsection 237(b) of the *Business Corporations Act* (Ontario).
- (b) The Corporation is authorized to discharge all its debts, obligations and liabilities and to distribute its remaining property to the Shareholder.
- (c) The Shareholder has agreed to undertake to pay and discharge all debts, obligations and liabilities of the Corporation, to the extent only of the value of the Property (as defined below) received by the Shareholder pursuant to such distribution.

In consideration of the foregoing and the mutual agreements contained in this agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Conveyance.

The Corporation hereby assigns, transfers and conveys to the Shareholder, all right, title and interest of the Corporation in and to all of its undertaking, property and assets of every kind and description wherever situate, as of the close of business on December 31st, 2005 (the "**Property**").

Section 2 Liabilities.

The Shareholder hereby expressly assumes all debts, obligations and liabilities of the Corporation, to the extent only of the value of the Property received by the Shareholder. The Shareholder undertakes to pay and discharge such assumed debts, obligations and liabilities.

Section 3 Contracts Requiring Consent.

Nothing in this agreement shall be construed as an attempt to assign to the Shareholder any contracts, commitments, leases, claims or demands which would otherwise be Property (the "**Contractual Rights**") but which, as a matter of law or by its terms, is not assignable in whole or in part without the consent of the other party or parties thereto and in respect of which no such consent has been given. In order that the Shareholder may receive and realize the full benefit of the Contractual

Rights, the Corporation shall hold the Contractual Rights in trust for the Shareholder and all benefits derived thereunder shall be for the account of the Shareholder. The Shareholder shall perform the Contractual Rights on behalf of and in the name of the Corporation. The Shareholder agrees to indemnify and save harmless the Corporation from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Shareholder in the name of the Corporation of any such contract not assigned to the Shareholder.

Section 4 Power of Attorney.

The Corporation constitutes and appoints the Shareholder, and its successors and assigns, the true and lawful attorney of the Corporation for and in the name of or otherwise on behalf of the Corporation with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of the Property to the Shareholder and its successors and assigns. This power of attorney, being coupled with an interest, shall survive the dissolution of the Corporation.

Section 5 Third Party Beneficiaries.

The parties intend that this agreement will not benefit or create any right or cause of action in favour of, any person, other than the parties to this agreement. No person, other than the parties to this agreement, is entitled to rely on the provisions of this agreement in any action, suit, proceeding, hearing or other forum.

Section 6 Further Assurances.

The parties agree to do all such acts and things and execute and deliver all transfers, assignments and instruments which may be necessary or desirable to give effect to this agreement or to evidence any transfer or assignment contemplated by this agreement.

Section 7 Governing Law.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 8 Successors and Assigns.

This agreement shall enure to the benefit of and be binding upon the parties to the agreement and their respective, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Distribution and Winding-Up Agreement.

INSURANCE SOFTWARE
SOLUTIONS CORP./ LA SOCIÉTÉ DE
SOLUTIONS INFORMATIQUES
D'ASSURANCE CORP.

By: *Richard Austin*
Name: *RICHARD AUSTIN*
Title: *DIRECTOR*

EDS CANADA INC.

By: *Richard Austin*
Name: *RICHARD AUSTIN*
Title: *SECRETARY*

RESOLUTION OF THE SHAREHOLDER
OF
INSURANCE SOFTWARE SOLUTIONS CORP. /
LA SOCIÉTÉ DE SOLUTIONS INFORMATIQUES D'ASSURANCE CORP.
(the "Corporation")

RECITALS

- (a) In connection with the dissolution of the Corporation, the shareholder of the Corporation has determined that it is in the best interest of the Corporation to reduce to Cdn.\$1.00 the Corporation's stated capital account maintained for each class of shares of the Corporation.
- (b) The V. P. Finance of the Corporation has delivered a certificate (a copy of which is attached hereto) to the effect that the proposed reduction of stated capital would not contravene the solvency requirements set out in subsection 34(4) of the *Business Corporations Act* (Ontario) (the "Act").

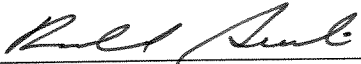
RESOLVED THAT

1. Immediately prior to the dissolution, the stated capital account maintained for each class of shares of the Corporation is reduced to Cdn.\$1.00 and the amount by which the stated capital of each class of shares of the Corporation is reduced is not to be distributed to the holders of the respective classes of such shares.
2. The dissolution of the Corporation is authorized pursuant to subsection 237(b) of the Act.
3. The Corporation is authorized to satisfy the interests of creditors in all its debts, obligations and liabilities and to distribute its remaining property to the shareholder of the Corporation (the "Shareholder").
4. The Corporation is authorized to distribute its remaining property to the Shareholder on the terms contained in a distribution and winding-up agreement between the Corporation and the Shareholder in the form presented to the Shareholder with whatever amendments any director or officer of the Corporation may approve (the "Agreement").
5. After distributing its remaining property, the Corporation shall dissolve. To effect such dissolution, the Corporation shall deliver articles of dissolution in the prescribed form to the Director appointed under the Act.

6. Any director or officer of the Corporation is authorized to:
 - (a) approve any amendments to the Agreement;
 - (b) execute and deliver the Agreement; and
 - (c) execute and deliver all other documents and do all acts or things as may be necessary or desirable to give effect to this resolution.
7. Execution of the Agreement by any director or officer of the Corporation will be conclusive evidence of his or her approval of any amendments to the Agreement.

Pursuant to subsection 104(1) of the Act, the shareholder of the Corporation signs this resolution on this December 31st, 2005.

EDS CANADA INC.

By: 
Name: RICHARD AUSTIN
Title: SECRETARY

SOLVENCY CERTIFICATE

TO: Insurance Software Solutions Corp./La Société de Solutions Informatiques d'Assurance Corp. (the "Corporation")

AND TO: The Shareholder of the Corporation

RE: Reduction of the stated capital account maintained for each class of shares of the Corporation to the amount of \$1.00 immediately prior to the dissolution of the Corporation (the "Reduction of Stated Capital Accounts")

In my capacity as VP Finance of the Corporation, I certify, without personal liability, that there are no reasonable grounds for believing that:

- (a) The Corporation is, or after the Reduction of Stated Capital Accounts would be, unable to pay its liabilities as they become due; or
- (b) After the Reduction of Stated Capital Accounts, the realizable value of the Corporation's assets would be less than the aggregate of its liabilities.

DATED December 30, 2005.



Name:

Andrew Shuman