

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
Towers, Perrin, Forster & Crosby, Inc.		05/01/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	EDS Information Services L.L.C.		
Street Address:	5400 Legacy Drive		
Internal Address:	M/S H3-3A-05		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76432354	DBCONNECT	
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:	2582		
NAME OF SUBMITTER:	Steven L. Page		
Signature:	/Steven L. Page/		

CH \$40.00 76432354

Date:

01/30/2007

Total Attachments: 35

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EXECUTION VERSION

INTELLECTUAL 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 ExccelerateHRO 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

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

Registered Trademarks	Asset Name	Description	Material ID	Licensor Name	Age in Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category		
								TPAS Only	Shared	TP
Trademark	Pension Manager	U.S. Reg. 1,551,780 (Class 9)						X		
Trademark	FlexManager	U.S. Reg. 1,976,111 (Class 9)						X		
Trademark	AccountManager	U.S. Reg. 1,607,206 (Class 9)						X		
Trademark	Specialty Call Center	U.S. Reg. 2,788,426 (Classes 35 and 36)						X		
Application for Registration										
Trademark	BBConnect	U.S. App. 76432,354 (Classes 36 and 42)							X	
Unregistered Trademarks										
Trademark	Informed Administration	Unregistered								X
Trademark	BillManager	Unregistered - common law rights, if any						X		
Trademark	HW Module	Unregistered - common law rights, if any						X		
Trademark	DB Module	Unregistered - common law rights, if any						X		
Trademark	Retirement Guidance	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 IV to the Intellectual Property Assignment Agreement by and between EIS and TP

Heading	Asset Name	Description	Registrar Name	Material IP	Licensor Name	Agri In Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category			
									TPAS Only	Shared TPAS	TP Transmission	
Domain	benefitcenter.com	Not activated ... Planned to be abandoned.	NETWORK SOLUTIONS, INC	X					X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC	X					X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC	X					X			
Domain	benefitcenter.com	Not activated ... Planned to be abandoned.	NETWORK SOLUTIONS, INC	X					X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC	X					X			
Domain	benefitcenter.com	Not activated ... Planned to be abandoned.	NETWORK SOLUTIONS, INC	X					X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC						X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC						X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC						X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC						X			
Domain	benefitcenter.com	TPAS Only	NETWORK SOLUTIONS, INC						X			
Domain	benefitcenter.com	TPAS Only	TUCOWS INC	X					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

Other Intellectual Property

Heading	Asset Name	Description	Material IP	Licensee Name	Aggr. In Data Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Data	TPAS Shared	TP Transition
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	RFP Express/RFP Machine	Software used to manage database of Proposal Library content.		Pragmatic Software	Shrink Wrap	-	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 embodied in PowerPoint document		Monitor Group	Yes	-	-	X		
Sales	Sales Demo Systems	Software demo for client ER that demonstrates how EEs experience access to TPAS systems	X	NA	NA	X	-			
Sales	Transition Kit	TPAS-specific how-to guide and sample binder that instructs client account teams on how to transition from the selling phase to the kickoff/implementation phase for new client accounts		NA	NA	NA	NA	X		
Sales	Win/Loss Surveys	Questionnaires customized specifically for TPAS for use in win/loss 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	Site Visit Survival Kit	Standard guide to educate and support selling teams during meetings involved in the selling process — specifically, during prospective/current client visits to TPAS service center sites, as well as during off-site meetings at client locations. Includes client dossier and other sales strategy and project management materials.		NA	NA	NA	NA	X		
Sales	Pipeline Tracking Database and Reporting Templates	Lotus Notes database to store and report TPAS pipeline and sales data (does not include Lotus Notes)		NA	NA	NA	NA	X		
Implementation	Implementation "Shrink-wrapped" toolkit	Project plans, resources maps, etc. that drive implementation plan	X	NA	NA	-	-			
Implementation	Plant specification templates	Templates documentation to capture client plan features Embodied in implementation "booklet"		NA	NA	-	-	X		
Implementation	Testing methodology			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 PRE)	Lotus Notes database used by Client Delivery and Implementation to track small - medium client-specific TPAS specific spreadsheets created for client plans to calculate the relative value of optional benefits		NA	NA	X	-			
Implementation	Relative Value Tools	Software for DB pension administration and replacement for PensionManager in No. Am. - customized for client	X	NA	NA	X	-			
Delivery	DB Module	Front end for participant access to pension info via web - customized for client	X	NA	NA	X	-			
TPAS Service Delivery	DB Web	Software for HAW plan administration and replacement for FlexManager in No. Am. - customized for client	X	NA	NA	X	-			
TPAS Service Delivery	HAW Module	Front end for participant access to HAW plan info via web - customized for client	X	NA	NA	X	-			
TPAS Service Delivery	HAW Web	HAW legacy software equivalent of dbConnect for HAW admin.	X	NA	NA	X	-			
TPAS Service Delivery	hwConnect			NA	NA	X	-			

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

Other Intellectual Property		Asset Name	Description	Material IP	Licensor Name	Aggr. in Date Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Shared TPAS	Category Shared TP	Transferee
TPAS Service Delivery	PensionManager	Legacy pension administration software - highly customized for client (25 in US and 75 in Canada)	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	PensionManager Web	Front end for participant access to pension info via web for legacy PensionManager systems	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	Authora	Third-party software tool used to create custom web-based content for DB and H&W benefit provisions, language for enrollments and life events --- comes with templates and parameter changes drive creation of web pages on the fly. Excludes SPD software. (See Excluded below)	X	Authora	Yes		---	X	X			
TPAS Service Delivery	dbConnect (Level 0)	Pension admin software at lower level of hybrid offering based on RET LCB spreadsheet of pension calculations	X	NA	NA	NA	X	---		X		
TPAS Service Delivery	dbConnect (Level 1,2,3)	Combination web and software product umbrella (e.g. like 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 insufficient business to support level of integration needed). Software manages interactions with H&W carriers	X	NA	NA	NA	X	---		X		
TPAS Service Delivery	VendorManager	Software manages retiree medical billings	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	BillManager	Clearly 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	Andros Software Ltd	Yes - Andros		---	X	X			
TPAS Service Delivery	Clarity	Lotus Notes software application, predecessor to Clarity (Does not include Lotus Notes)	X	ZAMBA Solutions	Yes - ZAMBA		---	X	X			
TPAS Service Delivery	CMS (North America)	Lotus Notes software application, predecessor to Clarity (Does not include Lotus Notes)	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	Clarity	Software used to provide dial-in access to PensionManager	X	Clarity	Yes		---	X	X			
TPAS Service Delivery	PlanManager (Content)	Lotus Notes searchable database for client plan documents. (Does not include Lotus Notes)	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	PlanManager (Database)	Lotus Notes searchable database for client plan documents. (Does not include Lotus Notes)	X	NA	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	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	NA	X	---	X			
TPAS Service Delivery	TPS Desktop Tool	Browser tool links Aspect phone system (participant calls and statistics) with the DB Module and H&W Module (see Technology and Fulfillment below)	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	DC Module (AccountManager)	Software for DC plan administration and replacement - customized for client	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	DC Web (AccountManager Web)	Front end for participant access to pension info via web - customized for client	X	NA	NA	NA	X	---	X			
TPAS Service Delivery	DB Module Documentation	On-line documentation for this application used internally by TPAS staff - online user manual	X	NA	NA	NA	---	---	X			
TPAS Service Delivery	PersonManager Documentation	On-line documentation for this application used internally by TPAS staff - online user manual	X	NA	NA	NA	---	---	X			
TPAS Service Delivery	H&W Module Documentation	On-line documentation for this application used internally by TPAS staff - online user manual	X	NA	NA	NA	---	---	X			

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

Heading	Asset Name	Description	Material IP	Licensor Name	Mfr. in Days Room	TPAS Proprietary Software	TPAS Licensed Software	Category	
								TPAS Only	General TP
TPAS Service Delivery	Service Center Applications Documentation	On-line documentation for this application used internally by TPAS staff - online user manual.		NA	NA			X	
TPAS Fulfillment	FileNet	System (software & hardware) ingests incoming mail software creates, fills in data on and prints forms and moves pieces from place to place	X	FileNet	Yes		X	X	
TPAS Fulfillment	Solaris	Software creates, fills in data on and prints forms and moves pieces from place to place	X	Solaris Systems	Yes		X	X	
TPAS Fulfillment	DigiPall	Software creates, fills in data on and prints forms and moves pieces from place to place	X	Xerox	Yes		X	X	
Support Systems	Regulatory compliance procedures	Collection of procedural documentation prepared by Fran Sletter's TPAS Compliance group		NA	NA				X
Support Systems	Training and Support	TPAS only and class training 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 Grief-Good Grammar training and Harvard Management Mentor training).		NA	NA				X
Support Systems	Employer Portal	TPAS-specific front-end for Lotus Notes-based website for client access info. Site includes link to TP Advantage, operational reports, score cards, remote access to DB Module/HAW Module, training materials and ad hoc reporting. Excludes tools, content and features developed by other TP LOBs, unless specifically named on this TPAS IP Schedule	X	NA	NA			X	
Support Systems	Blue Pumpkin	Software used for workforce management, monitors phone traffic, predicts staffing needs		Blue Pumpkin	Yes		X	X	
Support Systems	Claybrook	Performs pension calculations in DB Module	X	Claybrook	Yes		X	X	
Support Systems	Ultra B	Call recording and indexing software feed into Aspect and e-mail files		Verrill	Yes		X	X	
Support Systems	Data Warehouse	Some Management Reports run against this TPAS-specific database that contain client-specific data	X	NA	NA				X
Support Systems	NG CCSR	File-tracking software built specifically for Northrop Grumman to track and process incoming files		NA	NA	X		X	
Support Systems	NG PBP Tool	Website for new hire administration built specifically for Northrop Grumman to allow new hires to enroll for benefits		NA	NA	X		X	
Support Systems	HR University	A on-line benefits tutorial that is premium offering in the Employer Portal		NA	NA	X		X	
Support Systems	Web Usage Reports	A on-line reporting suite displaying information about web usage for TPAS made available using the Employer Portal - software		NA	NA	X		X	
Support Systems	IronMail	Mass Email infrastructure software - under one license specifically covering only TPAS operations		CipherTrust	Shrink Wrap		X	X	
Support Systems	Ascential Software	Data load software		Ascential Software			X	X	
Support Systems Development	Empirix Adobe Photoshop v7.0	IVR monitoring hardware and software		Empirix Adobe	Shrink Wrap		X	X	
Development	AUIroundAutomations v5.0.2-500	Client graphics for demos		AUIroundAutomations	Shrink Wrap		X	X	
Development	Apache ANT 1.4.1	P/SQL developer software		Apache	Shrink Wrap		X	X	
Development		Web server software for TPS Desktop and Desktop infrastructure		Apache	Shrink Wrap		X	X	

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

Other Intellectual Property											
Asset Name	Description	Material IP	Licensor Name	Aggr. in Proprietary Software	TPAS Licensed Software	TPAS Only	Blended TPAS	Category			
Development	Software for printing labels		Avery Design	Shrink Wrap	X	X					
Development	Software used to deliver TPAS employee self-service web sites		BEA Commerce Server	Yes	X	X					
Development	Software used to deliver the TPAS Employer Portal		BEA WebLogic Portal	Yes	X	X					
Development	Software used to deliver TPAS employee self-service web sites		BEA WebLogic v8.1	Yes	X	X					
Development	Query software tool for Oracle		Benthic Golden	Shrink Wrap	X	X					
Development	Software for comparing files against each other		Beyond Compare v1.9a	Shrink Wrap	X	X					
Development	Application optimization software		Scout24 Optimize-It 5.0	Shrink Wrap	X	X					
Development	CSS Editor - Cascading Style Sheets software for editing HTML/XML code		Bradbury Software	Shrink Wrap	X	X					
Development	dbConnect development software		Catalyst	Shrink Wrap	X	X					
Development	Software to generate employee access bar charts		Chart FX Internet 5.5	Shrink Wrap	X	X					
Development	Source code management software		CodeWright v6.6	Shrink Wrap	X	X					
Development	Image map editor software		Coffee Cup	Shrink Wrap	X	X					
Development	Report writing software		Crysal Reports 6.0	Shrink Wrap	X	X					
Development	ODBC driver - software for DB Module linkage		DataDirect	Shrink Wrap	X	X					
Development	Web site creation software suite		DreamWeaver 3	Shrink Wrap	X	X					
Development	dbConnect development software		DynaZip Zip Controls	Shrink Wrap	X	X					
Development	Software text editor for Windows		Edit Plus	Shrink Wrap	X	X					
Development	Fax software used by the Specialty Car Center		ef ax	Shrink Wrap	X	X					
Development	Contact Management (Clarify) development software		EVRSoft 1st Page 2000 v2	Shrink Wrap	X	X					
Development	Software used in the development of TPAS imaging application		FarPoint List Pro v3.0.6	Shrink Wrap	X	X					
Development	Restrict data access within Clarify - software		First Choice	Yes	X	X					
Development	Developing web based demonstrations for potential clients - development software		Flash MX (version 6.0)	Shrink Wrap	X	X					
Development	Access Unix servers - software		Hummingbird Extended	Shrink Wrap	X	X					
Development	Web-based report publishing software		Hyperion	Shrink Wrap	X	X					
Development	Graphics screen capture software		Hyperionics HyperSnap 5.6	Shrink Wrap	X	X					

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

Other Intellectual Property

Heading	Asset Name	Description	Material IP	Licensor Name	Agree in Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category	
								TPAS Only	Shared TPAS
Development	IBM Direct Talk Simulator	VR software		IBM	Shrink Wrap		X		Transition
Development	IBM Java pre 1.3.1	VR and TPS Desktop Development software		IBM	Free-ware		X		
Development	IBM WebSphere Voice Response 3.1	TPAS VR Operating System software		IBM	Yes			X	
Development	IBM Computer Solutions UltraEdit	Contact Management (Clarify) development software		IBM	Shrink Wrap		X		
Development	InstallShield v6.31	Installation software		IBM	Shrink Wrap		X		
Development	J-Integra	Software used to communicate with the mainframe		IBM	Shrink Wrap		X		
Development	Java 1.3.1	Development license		Sun	Free-ware		X		
Development	JRUN	Web Development Tool used for several TPAS client-specific applications		Macromedia	Yes		X		X
Development	KnowDev	Software used by Specialty Call Center for knowledge management		Knowlegent	Yes		X		
Development	Mansfield Software Group Kool	Software file editor		Mansfield Software Group	Shrink Wrap		X		
Development	Microsoft Cobol	Development and runtime environment software		Microsoft	Yes		X		
Development	MSDN Universal subscription	Software used in developing and maintaining source code		Microsoft	Yes		X		
Development	NetMeeting	Software for real time document sharing		Microsoft	Shrink Wrap		X		
Development	Netscape	Web browser		Netscape	Free-ware		X		
Development	Norton Ghost - version 2003	Software maintain demo laptops		Norton	Shrink Wrap		X		
Development	Nolix	Connects Notes to DB2 / Oracle and other databases		Percussion	Shrink Wrap		X		
Development	ObjectPlanet	Table development tool -- software		ObjectPlanet	Shrink Wrap		X		
Development	OptiTech Sort	Sort utility		OptiTech	Wrap		X		
Development	PLUSQL Developer 5.1	VR development tool		Allround Automation	Shrink Wrap		X		
Development	Print Key	Screen capture program		WareCentral	Shrink Wrap		X		
Development	QuarkXpress - version 5.0	Making client graphics for demos		Quark	Shrink Wrap		X		
Development	Roxio Easy CD & DVD Creator v6.1.1.7	Imaging development software		Roxio	Shrink Wrap		X		
Development	SAS	BillManager and VendorManager reporting software		SAS	Wrap		X		
Development	Sax Basic Enterprise V5	dbConnect development software		Sax	Shrink Wrap		X		
Development	Serenia (Miranti) PICS	Source control software		Serenia	Wrap		X		
Development	Sharity	Connect from UNIX server to Windows Server		Objective Development	Shrink Wrap		X		

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

Other Intellectual Property		Asset Name	Description	Material IP	Licensee Name	Aggr. In Data Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Shared TPAS	Category
Heading	Development	Asset Name	Description	Material IP	Licensee Name	Aggr. In Data Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Shared TPAS	Category
Development	Development	Shendian	Imaging development software		Shendian	Shrink		X	X		
Development	Development	SocketWinch Standard Edition	dbConnect development software		SocketWinch	Wrap		X	X		
Development	Development	ShagIt	Graphics capture software for various applications		TechSmith	Wrap		X	X		
Development	Development	SQL Server	Back-end database		Microsoft	Shrink		X	X		
Development	Development	Stanoware Labs matrix v5	Imaging development software		TEKLYNX	Shrink		X	X		
Development	Development	Schwarz PowerBuilder Teleform (Verity)	Development environment Imaging software runs with FileNet		Sybase PACE	Wrap Yes Shrink		X X X	X X X		
Development	Development	Load	Database tool		TOADSoft	Shrink		X	X		
Development	Development	Uniscuse Software Systems SP7/LX	UNIX File Editing		Uniscuse Software Systems	Wrap Shrink Wrap		X X	X X		
Development	Development	Virtual Media HDX 3.6	Help authoring software		Shrink Virtual Media	Shrink		X	X		
Development	Development	Visual J++ - Professional Edition	Developing/maintaining source code		Microsoft	Shrink		X	X		
Development	Development	Visual SourceSafe 6.0	Source code management tool		Microsoft	Shrink		X	X		
Development	Development	Webgan Visual Cafe 4.5.1	VR and FPS Desktop development software		Borland	Wrap		X	X		
Development	Development	WS FTP Professional v7.6	dbConnect development software		Ipswitch, Inc	Wrap		X	X		
Development	Development	XML Spy	Software for editing XML pages		Altera	Wrap		X	X		
Financial Control	Financial Control	Costing and pricing process	TPAS-specific formula for determining cost of project and determining alternative pricing options		NA	NA			X		
Financial Control	Financial Control	ISO Quality System	Lotus Notes searchable database of documentation covering all ISO-certified processes sitting out the process, procedure and assessment. (Does not include Lotus Notes.)		NA	NA				X	
Financial Control	Financial Control	Internal audit processes	TPAS-specific audit process documentation		NA	NA			X		
Financial Control	Financial Control	TPAS Operating Procedures (Content)	The collection of TPAS operating procedures	X	NA	NA			X		
Financial Control	Financial Control	TPAS Operating Procedures (Database)	Lotus Notes database of TPAS operating procedures		NA	NA			X		
Financial Control	Financial Control	TPAS Quality Policies (Content)	The collection of TPAS quality policies	X	NA	NA			X		
Financial Control	Financial Control	TPAS Quality Policies (Database)	Lotus Notes database of TPAS quality policies		NA	NA			X		
Product Management	Product Management	Innovation Zone (Content)	Collection of documentation related to product innovation and development process.		NA	NA			X		
Product Management	Product Management	Product Guide Document	Both a template for a overview of products and the actual documents		NA	NA			X		
Product Management	Product Management	Baseline Product Definition Document	Both a template for an extremely detailed written description of products and the actual documents		NA	NA			X		

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

Heading	Asset Name	Description	Material IP	Licensor Name	Agr. in Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category	
								TPAS Only	Shared/ TP
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, large client projects and infrastructure changes.		NA	NA	---	---	X	
Product Management	Project Scope Document	Both a template for scoping 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 H&W, DB and client specific websites.		NA	NA	---	---	X	
Application Delivery	Migration Control 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	Testleaf	Software that is used to internally monitor web applications		Testleaf Technology	Yes	---	X		X
Telephony	Aspect Telephony 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 H&W databases, set up and scripted by TPAS. Excludes use of IVR systems by TP PCS group (Jim Bennett).	X	IBM	Yes	---	X		X
Telephony	TPAS IVR Framework	The base interactive voice response systems (hardware and HTML code) in between phone system and DB and H&W 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 Telephony Systems Custom Reports	A set of reports developed by Aspect specifically for TPAS that are used to track Service Center call statistics		TP (part) Aspect (part)	NA Yes	---	---		X

Other Intellectual Property

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

Other Intellectual Property

Heading	Asset Name	Description	Material IP	Licensor Name	Agr. In Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category		
								TPAS Only	Shared TPAS	Shared TP Transition
Miscellaneous	Embedded IP	Software and other intellectual property (if any) embedded in tangible personal property being transferred to HROCo pursuant to CAPA Schedule 2.03(a)(iv). 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 installable or added by the end user, such as MS-Office, etc.		various			X	X		

EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 1st day of March, 2005 by and between Towers Perrin Inc., a Canadian subsidiary of a Pennsylvania corporation ("Assignor"), and EDS Canada Inc., a corporation incorporated under the laws of Canada ("Assignee"). Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Contribution Agreement (as defined below).

WHEREAS, Towers, Perrin, Forster & Crosby, Inc., a Pennsylvania corporation ("Towers Perrin"), Electronic Data Systems Corporation, a Delaware corporation ("EDS"), EDS Information Services L.L.C., a Delaware limited liability company, 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, pursuant to, and in accordance with the terms of, the Contribution Agreement, Towers Perrin has agreed to cause Assignor to enter into this Agreement; and

WHEREAS, pursuant to, and in accordance with the terms of, the Contribution Agreement, EDS has agreed to cause Assignee to enter into this 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 certain of the EDS Foreign Subsidiary/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 proper Governmental or Regulatory

Authority or public body 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 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 proper Governmental or Regulatory Authority or public body 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 INC.

By: Paul J. Clark
Name: Paul J. Clark
Title: Vice President and Treasurer

EDS CANADA INC.

By: _____
Name:
Title:

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 INC.

By: _____
Name: Paul J. Clark
Title: Vice President and Treasurer

EDS CANADA INC.

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

Schedule I
to the IP Assignment Agreement by and between
EDS Canada Inc. and Towers Perrin Inc. (Canada)

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 IP Assignment Agreement by and between
EDS Canada Inc. and Towers Perrin Inc. (Canada)

Marks

See attached.

Schedule II to the IP Assignment Agreement by and between EDS Canada Inc. and Towers Perrin Inc. (Canada)

Marks

Registered Trademarks	Asset Name	Description	Material IP	Licensor Name	Agr. in Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category		
								TPAS Only	Shared TPAS	Shared TP
Trademark	PensionManager	Canada Reg. TMA374,866 (Class 9)					X			
Trademark	AccountManager	Canada Reg. TMA384,513 (Class 9)					X			
Trademark	FactManager	Canada Reg. TMA384,514 (Class 9)					X			
Trademark	BriefManager	Canada Reg. TMA405,988 (Class 9)					X			
Unregistered Trademarks										
Trademark	EB Module	Unregistered - common law rights, if any						X		
Trademark	PM2	Unregistered - common law rights, if any						X		
Trademark	Specialty Call Center	Unregistered - common law rights, if any						X		

Schedule III
to the IP Assignment Agreement by and between
EDS Canada Inc. and Towers Perrin Inc. (Canada)

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 IP Assignment Agreement by and between
EDS Canada Inc. and Towers Perrin Inc. (Canada)

Domain Names

None.

Schedule V
to the IP Assignment Agreement by and between
EDS Canada Inc. and Towers Perrin Inc. (Canada)

Other Intellectual Property

See attached.

Schedule V to the IP Assignment Agreement by and between EDS Canada Inc. and Towers Perrin Inc. (Canada)

Other Intellectual Property		Asset Name	Description	Material IP	Licensor Name	Agr. In Date Recm	TPAS Proprietary Software	TPAS Licensed Software	Category		
Heading	TPAS Only								Shared TPAS	TP	
Sales	Proposal Library	Proposals and precedents documentation for TPAS client version and including content related to other LOB products & services. (localized version of US)	NA	NA	NA	NA	---	X			
Sales	RFP ExpressRFP Machine	Software used to manage database of content of responses to client RFP's and inquiries (same as US, but separate content for Canada)	Pragmatic Software	Shrink Wrap	NA	NA	---	X			
Sales	Competitor profiles	Written summaries (localized version of US)	NA	NA	NA	NA	---	X			
Sales	Market Segmentation framework	TPAS-specific model for targeting clients embodied in PowerPoint document (localized version of US)	Monitor Group	NA	NA	NA	---	X			
Sales	OB Module IPA sales guides and Up sheets	Developed with RET and both use guides for joint sales or sales of both businesses	NA	NA	NA	NA	---		X		
Sales	NBTS	Lotus Notes database that is currently used to track all TPAS Canada new business activities (Does not include Lotus Notes)	NA	NA	NA	NA	---	X			
Sales	Sales Demo Systems (teaching OB Module IPA and Retirement Modeler RET) implementation "shrink-wrapped" tools	Software demo for client, ER that demonstrates how EEs experience access to TPAS systems (localized version of US)	NA	NA	NA	NA	---	X			
Implementation	Plan, specification templates	Project plans, resources maps, etc., that drive implementation plan (localized version of US -- except for PM2 (only in Canada))	NA	NA	NA	NA	---	X			
Implementation	Integrated implementation testing methodology	Templates documentation to capture client plan features (localized version of US)	NA	NA	NA	NA	---	X			
Implementation	Web development and deployment processes	Embodied in implementation tool kit (localized version of US)	NA	NA	NA	NA	---	X			
Implementation	Calculator version control processes and tools	Know-how for developing and deploying TPAS-specific web components for client-specific websites (localized version of US)	NA	NA	NA	NA	---	X			
Implementation	Data Management Tool	MS-Access database and associated processes to provide version control of client-specific Claybrook parameter sets. Used for all Canadian DB Module clients	NA	NA	NA	NA	---	X			
Implementation	Data Extract Tool	Tool and associated processes to map, convert and load data into DB Module. Used for Canadian clients	NA	NA	NA	NA	---	X			
Implementation	Data Validation Tool	Tool and associated processes to extract data from DB Module for valuation extracts and other purposes. Used for Canadian clients	NA	NA	NA	NA	---	X			
TPAS Service Delivery	OB Module	Tool and associated processes to perform data integrity verifications on DB Module database and produce reports of data problems. Used for Canadian clients	NA	NA	NA	NA	---	X			
TPAS Service Delivery	OB Web	Software for DB pension administration and replacement for PensionManager in No. Am. - customized for client (same as US but with additional functionality for Canada)	NA	NA	NA	NA	---	X			
TPAS Service Delivery	Benefits (H&W tool)	Front end for participant access to pension info via web - customized for client (same as US)	NA	NA	NA	NA	---	X			
TPAS Service Delivery	FlexManager	Third party license, administration software, web front end delivered through this H&W tool. It is a third party tool that TPAS customized in the and then Canada customized further (includes runtime license for Titanium database.)	Aliquant Inc.	Yes	NA	NA	---	X			
TPAS Service Delivery	FlexManager Web	Software for flexible benefits administration derived from Pension Manager (not US FlexManager)	NA	NA	NA	NA	---	X			
TPAS Service Delivery	FlexManager Web	Software for flexible benefits administration derived from Pension Manager (not US FlexManager)	NA	NA	NA	NA	---	X			

Other Intellectual Property											
Heading	Asset Name	Description	Material IP	Licensor Name	App. in Data Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	TPAS Shared	Category Shared	Transition
TPAS Service Delivery	PensionManager/Pension Manager2	Legacy pension administration software - highly customized for client (25 in US and 75 in Canada) - some client installations	X	NA	NA	X	---	X			
TPAS Service Delivery	PensionManager/Pension Manager2 Web	Web-based software front end for participant access to pension info via web for legacy PensionManager systems	X	NA	NA	X	---	X			
TPAS Service Delivery	SPARS	Stock recordkeeping for stock option/purchase administration. Currently, contact center for information only (processing in UK - Share Plan Services)	X	NA	NA	X	---	X			
TPAS Service Delivery	DB Module TPA Core System	Software for DB pension administration and replacement for PensionManager in No. Am. - customized for client	X	NA	NA	X	---	X			
TPAS Service Delivery	DB Module TPA Web	Employee web self-service for DB TPA (RET and TPAS jointly developed)	X	NA	NA	X	---	X			
TPAS Service Delivery	DB Module TPA sales demo system		X	NA	NA	X	---	X			
TPAS Service Delivery	DB Module TPA web sales demo system		X	NA	NA	X	---	X			
TPAS Service Delivery	AccountManager and web		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. (Same as U.S.)	X	Amibos Software Ltd.	Yes - Amibos	---	X	X			
TPAS Service Delivery	CMS (Canada)	Lotus Notes application. Predecessor to Clarity.		NA	NA	X	---	X			
TPAS Service Delivery	PlanManager (Content)	Lotus Notes searchable database for client plan documents. (Does not include Lotus Notes.) (Same as U.S.)		NA	NA	X	---	X			
TPAS Service Delivery	PlanManager (Database)	Lotus Notes searchable database for client plan documents. (Does not include Lotus Notes.) (Same as U.S.)		NA	NA	X	---	X			
TPAS Service Delivery	iKnow (Content)	Lotus Notes searchable database for call guides customized by client. (Does not include Lotus Notes.) (Same as U.S.)	X	NA	NA	X	---	X			
TPAS Service Delivery	iKnow (Database)	Lotus Notes searchable database for call guides customized by client. (Does not include Lotus Notes.) (Same as U.S.)	X	NA	NA	X	---	X			
Financial Control	ISO Quality System	Lotus Notes searchable database of documentation covering all ISO-certified processes setting out the process, procedure and assessment. Broader than US as scope of Canadian registration is broader. Canadian ISO Quality System consists of 3 Lotus Notes databases: Quality Canada, Quality Manuals, Operating Checklists. (Does not include Lotus Notes)		NA	NA	---	---	X			
TPAS Service Delivery	TPS desktop tool	Browser tool links Aspect phone system (participant calls and statistics) with the DB Module and HRW Module (see Telephony and Fulfillment below) (same tool is used in the same way as US, however not all Canadian outsourcing clients use it)	X	NA	NA	X	---	X			
TPAS Service Delivery	Clarity	Software used to provide client dial-in access to PensionManager (under US license)	X	Clarity	Yes	---	X	X			
TPAS Service Delivery	DB Module TPA Screenshots	RET contributes spreadsheet for calls.		NA	NA	X	---	X			
TPAS Fulfillment	FileNet	System (software & hardware) images incoming mail (same as US, currently used for 2 clients)	X	FileNet	Yes	---	X	X			

Schedule V to the IP Assignment Agreement by and between EDS Canada Inc. and Towers Perrin Inc. (Canada)

Other Intellectual Property

Heading	Asset Name	Description	Material IP	Licensee Name	Agr. In Data Room	TPAS Proprietary Software	TPAS Licensed Software	Category		
								TPAS Only	Shared TPAS	TP Transition
TPAS Fulfillment	Software	Software creates, files in data on and prints forms and moves pieces from place to place (same as US; currently used for 1 client in conjunction with DigitPath)		Solimar Systems	Yes		X			
TPAS Fulfillment	DigitPath	Software creates, files in data on and prints forms and moves pieces from place to place (same as US; currently used for 1 client)		Xerox	Yes		X			
Support Systems	Regulatory compliance procedures	Collection of procedural documentation prepared by Fin Steller's TPAS Compliance group (localized version of US)		NA	NA				X	
Support Systems	Training and Support	TPAS only and class training materials on TPAS-specific professional skills, orientation, technical skills, professional certification, ISO certification and client-specific processes. Excludes underlying IP generic or other LOB versions (e.g., TP generic professional training, Respect at Work, Diversity, Performance Management training, Good Grief-Good Grammar training and Harvard Management Mentor training); localized version of US)		NA	NA				X	
Support Systems	Employer Portal	Lotus Notes-based website for client access info. Site includes link to TP Advantage, operational reports, score cards, remote access to DB Module/H&W Module, training materials and ad hoc reporting. Excludes tools, content and features developed by other TP LOBs, unless specifically named on this TPAS IP Schedule. (same as US)	X	NA	NA					X
Support Systems	Claybrook Ultra 6	Performs pension calculations in DB Module	X	Claybrook vennt	YES		X			
Development	Actual Search & Replace v2.3.7	Call recording and indexing software tied into Aspect and e-mail files (same as US)		DvicoSoft	YES		X			
Development	Benthic Golden	Software utility for file search & replace operations		Benthic	Shrink Wrap		X			
Development	CostMetric Estimator & ModelBuilder	Query software tool for Oracle (under US license)		Benthic	Shrink Wrap		X			
Development	Crystal Reports 6.0	Cost modeling and estimating software		NHYSOFT	Wrap		X			
Development	DataDirect	Report writing software (under US license)		Seagate	No		X			
Development	Eclipse (Open Source)	ODBC driver — software for DB Module linkage (under US license)		DataDirect	Shrink Wrap		X			
Development	Java 1.3.1	Java development environment		Eclipse	Free-ware		X			
Development	Mansfield Software Group Kredit	Development license		Sun	Free-ware		X			
Development	Microsoft Cobol	Software file editor (under US license)		Mansfield Software Group	Shrink Wrap		X			
Development	Netcape	Development and runtime environment software (under US license)		MicroFocus	Yes		X			
Development	Print Key	Web browser		Netcape	Free-ware		X			
Development	Beyond Compare	Screen capture program		Wire-Central	Shrink Wrap		X			
Development	Serena (Merant) PVCS	Software for comparing files against each other (under US license)		Serena	Shrink Wrap		X			
Development		Source control software (under US license)		Serena	Shrink Wrap		X			

Schedule V to the IP Assignment Agreement by and between EDS Canada Inc. and Towers Perrin Inc. (Canada)

Other Intellectual Property		Asset Name	Description	Material IP	Licensee Name	Ag in Data Room	TPAS Proprietary Software	TPAS Licensed Software	TPAS Only	Category Shared TPAS	Shared TP	Transition
Development		Snaigt	Graphical capture software for various applications (under US license)		TechSmith Corporation	Shrink Wrap		X	X			
Development		Teleform (Verity)	Imaging software runs with Hitechel		FACE v7.1	Shrink Wrap		X	X			
Development		IBM WebSphere Voice Response 3.1	TPAS IVR Operating System software (under US license)		IBM	No		X	X			
Financial Control		Creating and pricing process	TPAS-specific formula for determining cost of project and determining alternative pricing options (localized version of US - different cost models)		NA	NA			X			
Financial Control		Internal audit processes	TPAS-specific audit process documentation (broader scope than US to align with scope of ISO registration)		NA	NA			X			
Product Management		Product Guide Document	Both a template for an overview of products and the actual documents (localized version of US)		NA	NA			X			
Product Management		Baseline Product Definition Document	Both a template for an extremely detailed written description of products and the actual documents (localized version of US)		NA	NA			X			
Product Management		Scope of Services Document	Both a template for an extremely detailed written description of products and the actual documents that are used to contract with client for the services to be delivered (localized version of US)		NA	NA			X			
Product Management		Business Requirements Document	Both a template for a new products and enhancements and the actual documents (same as US)		NA	NA			X			
Application Delivery		Test Plans/Scripts	Written test plans and scripts for regression testing product releases for H&W, DB and client specific websites (same as US)		NA	NA			X			
Application Delivery		Production Processing Run Guides	Client specific written operating instructions for running production and batch processes involving client data.		NA	NA			X			
Telephony		Aspect Telephone Systems	Tracks all participant calls and reports statistics - consults of switch, hardware and software (same as US)		Aspect Telecommunications TP (part)	Yes		X		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 (same as US)		Aspect Telecommunications TP (part)	NA				X		
Telephony		DT 6000 IVR Voice Response	Interactive voice response systems (hardware and HTML code) in between phone system and DB and H&W databases set up and scripted by TPAS (same as US)		IBM	No		X	X			
Telephony		TPAS IVR Framework	The base interactive voice response systems (hardware and HTML code) in between the phone system and DB and H&W databases set up and scripted by TPAS (same as US)		NA	NA		X	X			
Application Delivery		TPAS Custom Web Pages	Custom web pages created for specific clients as a result of complex client requirements (localized version of US)		NA	NA				X		
Miscellaneous		Embedded IP	Software and other intellectual property (if any) embedded in tangible personal property being transferred to HRCOCO pursuant to CAPA Schedule 2.03(b)(iv). 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 installable or added by the end user, such as MS-Office, etc.		various			X	X			