

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
Moody's Wall Street Analytics, Inc.	FORMERLY Wall Street Analytics	02/12/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIS Quality Management Corp.		
Street Address:	501 Silverside Road; Suite 20		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2420727	ENTERPRISE RISK MANAGER	
Registration Number:	2348578	OPENWALLSTREET	
CORRESPONDENCE DATA			
Fax Number:	(302)798-1077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-792-1223		
Email:	ellen.gibson@misqm.com		
Correspondent Name:	MIS Quality Management Corp.		
Address Line 1:	501 Silverside Road; Suite 20		
Address Line 4:	Wilmington, DELAWARE 19809		
ATTORNEY DOCKET NUMBER:	MWSA TM ASSIGNMENT		
NAME OF SUBMITTER:	Ellen Gibson		
Signature:	/egibson/		
Date:	02/13/2007		

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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Agreement") is entered into as of February 12, 2007 ("Effective Date") by and between Moody's Wall Street Analytics, Inc. (formerly d/b/a Wall Street Analytics, Inc.), a California corporation with an office at 395 Oyster Point Boulevard, Suite 215 South, San Francisco, California 94080 ("WSA") and MIS Quality Management Corp., a Delaware corporation located at 501 Silverside Road, Suite 20, Wilmington, Delaware, 19809 ("Assignee").

INTRODUCTION

WHEREAS, WSA owns all right, title and interest in and to, as well as the goodwill associated with, the trademarks, service marks and trade names set forth on Schedule A and the domain names set forth on Schedule B (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks from WSA for cash consideration.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, WSA and Assignee agree as follows:

TERMS AND CONDITIONS

1. Assignment. In consideration of receiving US\$150,000.00 and other good and valuable consideration, WSA hereby sells, assigns, transfers and conveys to Assignee, the entire right, title, interest in and to the Trademarks and the goodwill of the business associated with the Trademarks; including (without limitation) the right to sue for past infringements of the Trademarks, all of the foregoing to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. WSA further agrees to execute in the future any and all documents reasonably necessary to effect the assignment, including (without limitation) any and all documents required under the laws of the United States and foreign countries necessary to effect the assignment to Assignee of individual trademark or domain name applications or registrations. Without limiting the generality of the foregoing, to the extent that certain applications for the Trademarks cannot presently be assigned under applicable law, WSA agrees to assign such applications upon filing of a Statement of Use or other document required under applicable law, or as the parties may otherwise mutually agree. If the parties mutually determine after the Effective Date of this Agreement that other trademarks or domain names owned by WSA exist, such intellectual property will be added to the relevant Schedule.

2. Limited Warranties.

(a) Each party represents and warrants to the other that (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; (ii) it is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere, or be inconsistent with any of the provisions of this Agreement; and (iii) it shall comply in all

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material respects with all applicable laws, rules and regulations necessary for it to perform its obligations under this Agreement.

(b) WSA is not aware of any pending or threatened litigation, opposition proceedings, or disputes concerning the Trademarks. WSA represents and warrants that it owns the Trademarks free and clear of all liens and other encumbrances and, to the best of its knowledge the Trademarks do not infringe the intellectual property rights or proprietary rights or contractual rights of any third parties.

(c) SECTIONS 2(A) AND 2(B) SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES BY WSA IN CONNECTION WITH THE TRADEMARKS. WSA EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE TRADEMARKS INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Miscellaneous Terms.

3.1 Amendments/Waiver/Severability/Complete Agreement. No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof.

3.2 Section Headings. The section headings in the Agreement are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.

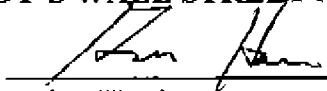
3.3 Governing Law. This Agreement is governed by the laws of the State of Delaware, without reference to its conflict of law principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods. The parties hereby consent to the exclusive jurisdiction of the courts, including the federal courts, located in Delaware, in any action arising out of or relating to this Agreement, and agree that any action arising out of or relating to this Agreement shall be maintained in the same jurisdiction. In the event of a dispute arising out of or in connection with this Agreement, the party prevailing in such dispute shall be entitled to recover its reasonable expenses, costs and attorneys' fees, in addition to all other appropriate relief.

3.4 Further Assurances. Whenever reasonably requested to do so by a party to this Agreement, the other party shall do, execute and acknowledge and deliver all such acts, assignments, confirmations, consents and any and all such further instruments and documents, in form reasonably satisfactory to the requesting party, as shall be reasonably necessary or advisable to carry out the intent of this Agreement.

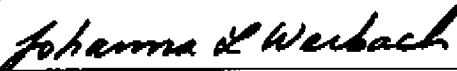
3.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including a facsimile, and all of which together shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

MOODY'S WALL STREET ANALYTICS, INC.

By: 
Name: Gus Harris
Title: Director

MIS QUALITY MANAGEMENT CORP.

By: 
Name: Johanna L. Werbach
Title: President

SCHEDULE A**TRADEMARKS**

Mark	Jurisdiction	App./Reg. No. (if applicable)
BONDINFO	USA	Ser. 75/719,115 (Application abandoned)
CDONET	USA	Ser. 78/027,639 (Application abandoned)
CDONET	USA	Ser. 78/170,930 (Application abandoned)
ENTERPRISE RISK MANAGER	USA	Reg. 2,420,727
OPENWALLSTREET	USA	Reg. 2,348,578
PORTFOLIO MANAGEMENT WORKSTATION	USA	Ser. 78/028,707 (Application abandoned)
STRUCTURED FINANCE WORKSTATION	USA	Ser. 78/028,714 (Application abandoned)
WALL STREET ANALYTICS	USA	Ser. 78/028,696 (Application abandoned)
CDOCALC	CTM	Reg. 2929743
CDONET	CTM	Reg. 1955095
WALL STREET ANALYTICS	CTM	Reg. 1955129
GLOBAL STRUCTURED FINANCE WORKSTATION	CTM	Reg. 1955186
STRUCTURED FINANCE WORKSTATION		Software title – common law rights
BOND ADMINISTRATION WORKSTATION		Software title – common law rights
COLLATERAL MANAGEMENT WORKSTATION		Software title – common law rights
PORTFOLIO MANAGEMENT WORKSTATION		Software title – common law rights
CDONET		Software title – common law rights
CDONET-SQL		Software title – common law rights
CDOCALC		Software title – common law rights

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Mark	Jurisdiction	App./Reg. No. (if applicable)
ABSCALC		Software title – common law rights
CDO DEAL LIBRARY		Software title – common law rights
CDO DEAL ENGINE		Software title – common law rights
CDO TESTBENCH		Software title – common law rights
SFW DEAL LIBRARY		Software title – common law rights
SFW DEAL ENGINE		Software title – common law rights
SFW TESTBENCH		Software title – common law rights
CDO DATA SCRUBBER		Software title – common law rights
CDO SCRIPT MASTER		Software title – common law rights
CDOX		Software title – common law rights
WSA INC.COM		Common law rights
CASHFLOW CALCULATOR		Software title – common law rights
OPEN WALL STREET		Software title – common law rights
WSA TASK MANAGER		Software title – common law rights
RATINGS / SWAP EDITOR		Software title – common law rights
MONTE CARLO HIGH PERFORMANCE CLUSTER		Software title – common law rights
WSADB SERVICE		Software title – common law rights
WSA DATA UPDATER		Software title – common law rights
LOCAL DATA CACHE SERVER		Software title – common law rights

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Mark	Jurisdiction	App./Reg. No. (if applicable)
DEAL LIBRARY SEARCH		Software title – common law rights
DEAL ENGINE AGENT FOR WINDOWS		Software title – common law rights
ABSCALC LOADER		Software title – common law rights
TRANSSIB		Software title – common law rights
IDC EXPLORER		Software title – common law rights
CDOCALC ADMIN		Software title – common law rights
ABSCALC ADMIN		Software title – common law rights
MAIL MONITORING MODULE		Software title – common law rights
MAIL DAEMON		Software title – common law rights
IBT		Common law rights

SCHEDULE B**DOMAIN NAMES**

ABSCalc.com
Cdocalc.com
Cdoevaluator.com
Cdoexchange.com
Cdoinfo.com
Cdonet.co.uk
cdoportfoliocom.com
cmbscalccom.com
cmocalccom.com
Euroabs.co.uk
Euroabs.net
Eurocdo.com
Ginniemaecom.com
MBSCalccom.com
portfoliocalccom.com
Portfoliomanagementworkstation.com

Riskscope.com
Securitisationsoftware.com
Securitizationsoftware.com
Structuredfinanceworkstation.com
Wallstreetanalytics.co.uk
Wallstreetanalytics.com
Wallstreetanalytics.net
Wallstreetuk.com
Wallstreetus.com
Wsainccom.co.uk
Wsainccom.com
Wsany.com
Lib.cdocalccom.com