

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
Computershare Equity Plans Software Inc.		07/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EQAC Inc.		
Street Address:	17 State Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2895068	WORLD RECORDS	
Registration Number:	2807730	TRANSCENTIVE OPTIONS	
Registration Number:	2606953	TRANSCENTIVE	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-554-8000		
Email:	acs@pattishall.com		
Correspondent Name:	Brett A. August/Pattishall McAuliffe et.		
Address Line 1:	311 South Wacker Drive		
Address Line 2:	Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Anne Snyder		
Signature:	/acs/		

CH \$90.00 2895068

Date:

02/22/2007

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 1, 2006, is entered into by and between Computershare Equity Plans Software Inc. (f/k/a Transcentive, Inc.), a Delaware corporation (the "Assignor"), and EQAC Inc., a Delaware corporation (the "Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") wherein Assignor has sold to Assignee, and Assignee has purchased from Assignor, all of the assets of Assignor, including all intellectual property of Assignor. Capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

B. Pursuant to terms and conditions of the Purchase Agreement, Assignor and Assignee have agreed to execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns to Assignee any and all of Assignor's rights, title and interests in and to all foreign and domestic intellectual property, licenses, sublicenses and other interests granted and/or obtained with respect thereto, all rights thereunder, all goodwill represented thereby or associated therewith, and all rights to damages, profits and other remedies, due or accrued, arising out of any and all infringement, misappropriation, claims, and/or other disputes relative thereto and the right to sue for and recover the same in Assignee's own name, which intellectual property includes, but is not limited to, the following: (i) all inventions and know-how (whether patentable or unpatentable and whether or not reduced to practice), (ii) all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (iii) all trademarks, service marks, trade dress, logos and trade names, together with all translations, adaptations, derivations and combinations thereof, and all applications, registrations and renewals in connection therewith; (iv) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith; (v) all mask works and all applications, registrations and renewals in connection therewith; (vi) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, processes, techniques, data, designs, drawings, specifications, customer and supplier information, pricing and cost information, and business and marketing plans and proposals); (vii) all domain names, web site content, source code, object code, and any other materials relative to any and all software (including data and related documentation); (viii) all other proprietary rights and information; (ix) all copies and tangible embodiments of any and all of the foregoing (in whatever form or medium); (x) all improvements, derivative works,

developments and modifications of any and all of the foregoing; (xi) contents of file history and contents of attorney files with respect to any and all of the foregoing, and (xi) all goodwill associated with any and all of the foregoing (collectively, the "Intellectual Property"). This Assignment and the term "Intellectual Property" shall specifically include the intellectual property set forth on Schedule A attached hereto.

2. Succession and Assignment. This Assignment is freely assignable by Assignee and its successors and assigns. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

3. Conflict of Provisions. If this Assignment or any of its provisions conflict with or are inconsistent with, or are deemed to conflict with or to be inconsistent with, any provisions of the Purchase Agreement, then the Purchase Agreement shall for all purposes be deemed to be controlling and shall supersede this Assignment to the extent that this Assignment conflicts with or is inconsistent with the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Facsimile Signatures. This Assignment may be executed by a party's signature transmitted by facsimile or other electronic means. Copies of this Assignment executed and delivered by facsimile or other electronic means shall have the same force and effect as originals.


6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

"Assignor"

COMPUTERSHARE EQUITY PLANS
SOFTWARE INC., a Delaware corporation

By: 
Blanche Hurt
Secretary

"Assignee"

EQAC INC., a Delaware corporation

By: 
Steven R. Rothbloom
President

SCHEDULE A

PATENT

Patent Title	Serial Number
Global Employee Record	439488

TRADEMARKS

Trademark Name	Country	Registration Number/ Registration Date
TRANSCENTIVE	Australia	912256 June 26, 2003
TRANSCENTIVE	Canada	50/2554 October 8, 2003
TRANSCENTIVE	China	3221938 February 28, 2004
TRANSCENTIVE	China	3221939 August 14, 2003
TRANSCENTIVE	European Community	002690089 December 18, 2003
TRANSCENTIVE	Japan	4760615 April 2, 2004
TRANSCENTIVE	Singapore	T02/06092G May 22, 2003
TRANSCENTIVE	Singapore	T02/0609011 May 21, 2003
TRANSCENTIVE	United States of America	2606953 August 13, 2002
TRANSCENTIVE OPTIONS	United States of America	2807730 January 27, 2004
WORLD RECORDS	United States of America	2895068 October 19, 2004

COPYRIGHTS

Copyright Title	Reg. No.	Reg. Date
EXPRESS DESKTOP	TX 5-871-485	December 26, 2001
EXPRESS INSIDER FORMS	TX 5-871-482	December 26, 2001
EXPRESS OPTIONS	TX 5-871-483	December 26, 2001
EXPRESS STOCK PURCHASE	TX 5-871-484	December 26, 2001
WORLD RECORDS	TX 5-871-486	December 26, 2001