

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
Georgeson & Company, Inc.		06/22/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GINC Holdco Inc.		
Street Address:	17 State Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2258571	GEORGESON CYBERVOTE	
Registration Number:	1672028	GEORGESON	
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/		
Date:	02/22/2007		

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Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of June 22, 2006, is entered into by and between Georgeson & Company, Inc., a Delaware corporation (the "Assignor"), and GINC Holdco Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, Assignor wishes to assign all of its Intellectual Property (defined below) to Assignee, and Assignee wishes to receive the Intellectual Property from Assignor.

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 reissues, 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" also cover specifically the Intellectual Property set forth in the Schedule A attached hereto.

2. Succession and Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

3. 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.

4. 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.

5. 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”

Georgeson & Company, Inc., a Delaware corporation

By: Blanche Hurt

Name: Blanche Hurt

Title: Assistant Secretary

“Assignee”

GINC HOLDCO INC.

By: Blanche Hurt

Name: Blanche Hurt

Title: President

SCHEDULE A
SPECIFIED TRADEMARKS AND COPYRIGHTS

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>
GEORGESON	1672028
GEORGESON CYBERVOTE	2258571

United States Copyrights

<u>Copyright Name</u>	<u>Registration No.</u>
Background for 1992 Proxy Season: Corporate Government Proposal; Proxy Contests	TX-3-367-830
Dividend Reinvestment Plans	TXu-77-410
Georgeson & Company Financial Executives Guide to Writing/Compilation edited by Theodore G. Berk	TX-2-022-273
Survey of Institutional Investors on Executive Compensation (Arthur Crozier)	TX-3-300-150