

## 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
EQAC Inc.		07/01/2006	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: 11

Property Type	Number	Word Mark
Registration Number:	2023804	TELEVOTE
Registration Number:	2902518	CORPORATE GOVERNANCE INTELLIGENCE
Registration Number:	3190402	SMART PROXY PROCESSES
Registration Number:	3137489	SMART PROXY CARD
Registration Number:	3137488	SMART PROXY CALL
Registration Number:	3137487	SMART PROXY STRATEGY
Registration Number:	3122308	SMART PROXY
Registration Number:	2857373	NOENVELOPE.COM
Registration Number:	2293931	PROXY DIRECT
Registration Number:	2855598	STREET DIRECT
Registration Number:	2807548	SMART INTERNET PROXY VOTING

## CORRESPONDENCE DATA

Fax Number: (312)554-8015

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

TRADEMARK

REEL: 003486 FRAME: 0079

900070022

CH \$290.00 2023804

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
-------	------------

Total Attachments: 5  
source=eqac#page1.tif  
source=eqac#page2.tif  
source=eqac#page3.tif  
source=eqac#page4.tif  
source=eqac#page5.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 1, 2006, is entered into by and between EQAC Inc., a Delaware corporation (the "Assignor"), and GINC Holdeo Inc., a Delaware corporation (the "Assignee").

### RECITALS

A. Assignor and Assignee (and others) are parties to that certain Agreement and Plan of Reorganization dated effective as of July 1, 2006 (the "Plan of Reorganization"), whereby Assignor desires to contribute to Assignee certain of the intellectual property of Assignor. Capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Plan of Reorganization.

B. Pursuant to terms and conditions of the Plan of Reorganization, 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 constituting part of the former assets of Georgeson Inc., f/k/a Georgeson Shareholder Communications Inc. (the "GINC Assets"), 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 Plan of Reorganization, then the Plan of Reorganization 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 Plan of Reorganization.

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"

EQAC Inc., a Delaware corporation

By:   
Steven R. Rothbloom  
President

"Assignee"

GINC Holdco Inc., a Delaware corporation

By:   
Blanche Hurt  
President

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark Name</b>	<b>Country</b>	<b>Serial Number/ Filing Date</b>	<b>Registration Number/ Registration Date</b>
NOENVELOPE.COM	United States of America		2857373 June 29, 2004
PROXY DIRECT	United States of America		2293931 November 23, 1999
SMART INTERNET PROXY VOTING	United States of America		2807548 January 20, 2004
SMART PROXY	United States of America	76/468858 November 21, 2002	
SMART PROXY CALL	United States of America	76/468863 November 21, 2002	
SMART PROXY CARD	United States of America	76/468864 November 21, 2002	
SMART PROXY PROCESSES	United States of America	76/468857 November 21, 2002	
SMART PROXY STRATEGY	United States of America	76/468860 November 21, 2002	
STREET DIRECT	United States of America		2855598 June 22, 2004
TeleVote (Stylized)	United States of America		2023804 December 17, 1996

**COPYRIGHTS**

<b>Copyright Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Allstate common stock oddlot shareholder communication	TX-4-825-181	February 22, 1999
Important final notice for former holders of Burlington Northern, Inc. common stock	TX-4-825-188	February 22, 1999