

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bluespring Software, Inc.		04/25/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bluespring Solutions, Inc.		
<b>Street Address:</b>	200 W. 4th Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76061816	BLUESPRING SOFTWARE	
Serial Number:	76062495	BLUESPRING SOFTWARE	
Serial Number:	76161575	BLUESPRING SOFTWARE FOLLOW YOUR CUSTOMER. BE THE LEADER.	
Serial Number:	75631910	PRIORITY COMMUNICATIONS SOLUTIONS	
Serial Number:	76281593	PRIORITY CS	
Serial Number:	75631914	SMG SOFTWARE MANAGEMENT GROUP, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5135796960		
<b>Email:</b>	trademarks@kmklaw.com		
<b>Correspondent Name:</b>	Courtney A. Laginess		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		

OP \$165.00 76061816

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	BL8937MP0002
NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	05/01/2007
Total Attachments: 4 source=Bluespring Assignment#page1.tif source=Bluespring Assignment#page2.tif source=Bluespring Assignment#page3.tif source=Bluespring Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“**Assignment**”) is effective as of April 25, 2007 (“**Effective Date**”) from BLUESPRING SOFTWARE, INC., a Delaware corporation (“**Assignor**”) to BLUESPRING SOLUTIONS, INC., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to each of the trademarks listed on the attached Exhibit A (the “**Trademarks**”);

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of April 25, 2007 (the “**Purchase Agreement**”), which Purchase Agreement provides, among other things, for the sale, transfer, assignment and conveyance of substantially all of Assignor’s assets used or usable in Assignor’s business, defined in the Purchase Agreement as the “**Purchased Assets**”;

WHEREAS, pursuant to Section 1.01(f) of the Purchase Agreement, the Trademarks are included in the Purchased Assets, and Assignee therefore wishes to acquire from Assignor the entirety of Assignor’s right, title and interest in and to the Trademarks;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor’s entire right, title and interest in, to and under the following: (a) the Trademarks and the goodwill of Assignor’s business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition (“**Related Rights**”); (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Limitation. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this instrument is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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

5. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

*[Remainder of page intentionally left blank. Signature page follows.]*

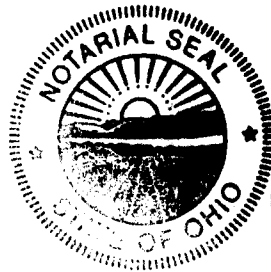
BLUESPRING SOFTWARE, INC.

By: *DMN*  
Name: David M. Noonan  
Title: President

STATE OF Ohio )  
COUNTY OF Hamilton ) : SS

On this 25<sup>th</sup> day of April, 2007, before me appeared David M. Noonan, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Bluespring Software, Inc. with authority to do so.

*Michael J. Moeddel*  
Notary Public



Michael Johri Moeddel  
Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date

**EXHIBIT A**  
**TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>SERIAL/APP. NO.</b>	<b>FILING DATE</b>	<b>Status Next Renewal</b>
BLUESPRING SOFTWARE	Canada	1084747-00	12/01/2000	Registered 01/27/2020
BLUESPRING SOFTWARE	European Community	1,996,362	12/05/2000	Registered 12/05/2010
BLUESPRING SOFTWARE	USA	76/061,816	06/05/2000	Registered 07/29/2013
BLUESPRING SOFTWARE & design	USA	76/062,495	06/05/2000	Registered 04/29/2013
BLUESPRING SOFTWARE & design	Canada	1084748-00	12/01/2000	Registered 02/02/2020
BLUESPRING SOFTWARE & design	European Community	1,996,313	12/05/2000	Registered 12/05/2010
BLUESPRING SOFTWARE FOLLOW YOUR CUSTOMER. BE THE LEADER. & design	USA	76/161,575	11/08/2000	ABANDONED
PRIORITY COMMUNICATIONS SOLUTIONS	USA	75,631,910	02/03/1999	CANCELLED
PRIORITY CS	USA	76/281,593	07/06/2001	Registered 01/21/2013
SMG SOFTWARE MANAGEMENT GROUP, INC. & design	USA	75/631,914	02/03/1999	CANCELLED