

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/30/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The BISYS Group, Inc.		07/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TM NewCo, Inc.
Street Address:	c/o Fenwick & West LLP
Internal Address:	801 California
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94041
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1647961	BISYS

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademark@fenwick.com
 Correspondent Name: Karen Marie Kitterman
 Address Line 1: Fenwick & West LLP
 Address Line 2: 801 California Street
 Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	25334-070
NAME OF SUBMITTER:	Karen Marie Kitterman
Signature:	/Karen Marie Kitterman/

TRADEMARK

CH \$40.00 1647961

Date:

08/01/2007

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT (this "Agreement"), dated as of ^{July} ~~30~~, 2007, by and between TM NewCo, Inc., a Delaware corporation ("Assignee") on the one hand, and The BISYS Group, Inc., a Delaware corporation (the "Assignor"), on the other hand. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Transaction Agreement (as defined below).

WITNESSETH:

WHEREAS, Buckeye Acquisition Sub, Inc. and BIR JCF, LLC are parties to that certain Transaction Agreement, dated as of May 1, 2007 (the "Transaction Agreement").

WHEREAS, The BISYS Group, Inc. will assign the trademark set forth on Exhibit A (the "Trademark") to TM NewCo, Inc. in preparation for the direct or indirect transfer of the Trademark to BIR JCF, LLC pursuant to the Transaction Agreement.

NOW, THEREFORE, each party hereby agrees as follows:

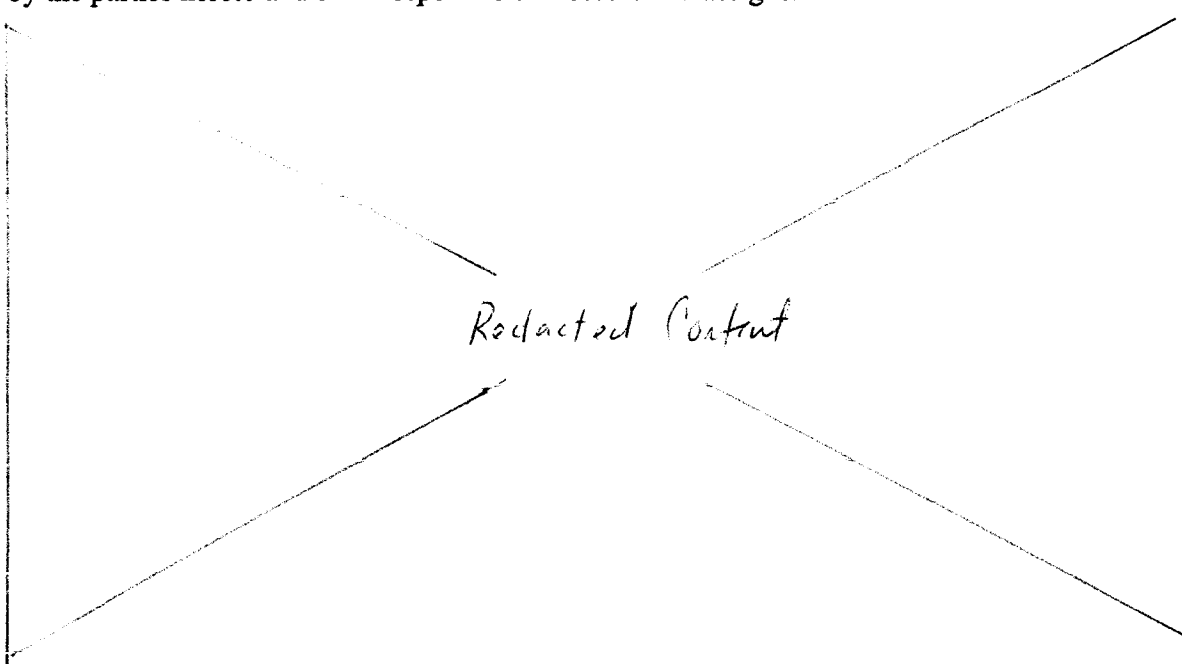
1. Assignment. Assignor hereby irrevocably sells, assigns and transfers, to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademark, including without limitation, all claims for damages by reason of past, present and future infringement and all goodwill associated with the Trademark and symbolized thereby.

2. Purchase Price. In consideration for the right, title and interest in and to the Trademark, Assignee agrees to pay Assignor a purchase price of *Redacted Content*

3. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Trademark. Assignor agrees to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies and other documentation as may be reasonably required to effect the terms of this Agreement. The parties agree that Assignee may record this Agreement (but not the Transaction Agreement) in the United States Patent and Trademark Office as Assignee deems necessary, and shall be responsible for all expenses and costs associated therewith. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States whose duty it is to issue trademark registrations on applications as aforesaid, to record in the name of Assignee all right, title, and interest in and to the Trademark and to issue the said trademark applications and registrations to Assignee, its successors, assigns, nominees or other legal representatives, as assignee of the entire interest.

4. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

5. Assignment. Neither this Agreement nor any rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party, except that either party hereto may assign, in its sole discretion and without the need for consent, any or all of its rights, interest and obligations under this Agreement to any Affiliate or in connection with a merger, reorganization or sale of all or substantially all of the assets of the Insurance and Retirement Business (as defined in the Transaction Agreement). Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.



8. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9. Waiver. At any time prior to the Closing Date, either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing duly executed by or on behalf of the party waiving such term or condition. The failure of either party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

10. Amendment. This Agreement may be amended, supplemented, modified or superseded only by a written instrument signed by duly authorized signatories of the parties.

11. Submission to Jurisdiction. (a) Each of the parties hereto agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that in addition to any other remedy available at law or in equity, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in a state or federal court located in the State of Delaware. In addition, each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the federal courts and the courts of the State of Delaware, for the purpose of any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in any Delaware state or federal court. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto irrevocably consents to the service of the summons and complaint and any other process in any other action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party. Nothing in this Section 11 shall affect the right of any party to serve legal process in any other manner permitted by Law.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues. In all other respects, this Agreement and any dispute arising out of, relating to or in connection with this Agreement, including validity, interpretation and effect, shall be governed by, and construed in accordance with, the laws of the State of Delaware.

13. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in two (2) or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

15. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TM NEWCO, INC.

By: Ball

Name:

Title:

THE BISYS GROUP, INC.

By: SPD

Name:

Title:

Exhibit A

Trademark

U.S. Registered Trademark no. 1,647,961 ("BISYS" typed drawing), together with all goodwill symbolized thereby.