

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
Vibrant Solutions, Inc.		10/12/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Teoco Corporation		
Street Address:	12150 Monument Drive		
Internal Address:	Suite 400		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22033		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76229950	VIBRANT SOLUTIONS	
Serial Number:	76229951	VIBRANT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-4000		
Email:	maauberger@venable.com		
Correspondent Name:	Marcia A. Auberger		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043-9998		
ATTORNEY DOCKET NUMBER:	42749-250470		
NAME OF SUBMITTER:	Marcia A. Auberger		
Signature:	/Marcia A. Auberger/		

CH \$65.00 76229950

Date:

08/28/2007

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of October 12th, 2006 (this "Agreement"), by and among TEOCO Corporation, a Delaware corporation (the "Buyer"), Vibrant Solutions, Inc., a Delaware corporation ("Vibrant"), and InformationView Services Corporation, a Delaware corporation ("IV Services"). For purposes of this Agreement, the term "Seller" shall mean Vibrant and IV Services collectively and each of Vibrant and IV Services individually. Certain capitalized terms in this Agreement are defined in Section 7.1 hereof.

WITNESSETH:

WHEREAS, the Buyer desires to purchase or acquire from the Seller, and the Seller wishes to sell, assign and transfer to the Buyer, all of the assets, rights and properties of Seller used in connection with Seller's cost management business and/or business intelligence business for enterprise and telecom providers as such businesses are presently conducted, have been conducted in the past and are proposed to be conducted in the future (such businesses, the "Business"), all for the purchase price and the assumption of the liabilities set forth herein, and upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants, representations and warranties made herein, and of the benefits to be derived hereby, the parties hereto agree as follows:

ARTICLE I

SALE AND PURCHASE OF THE ASSETS

1.1 Assets. On the basis of the representations, warranties, covenants and agreements set forth in this Agreement, at the Closing, the Seller will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase or acquire from the Seller, all right, title and interest of the Seller in and to the assets, properties and other rights (excluding the Excluded Assets) owned, leased, licensed or used by the Seller in the operation of the Business (the "Assets") including, without limitation, and except as provided in Section 1.2:

TEXT REDACTED

CONFIDENTIAL /PROPRIETARY BUSINESS INFORMATION

(d) all of the Seller's rights in and to the Purchased Intellectual Property, including all intellectual property rights associated with any of the services provided to customers under Assigned Contracts, trade names and service names, assumed names, marks,

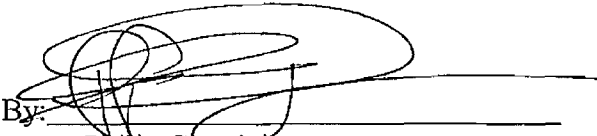
copyrights, copyrightable works, know-how, inventions, patents and the Business's name and product names listed on Schedule 1.1(d) and all other service terms, product names trade names, slogans, logos, trade dress, packaging design, and similar means of identification of the Business, its products and services, and all applications and registrations with respect to any of the foregoing, all rights received pursuant to the assignment of inventions agreements or employment contracts, and all of the other assets set forth on Schedule 1.1(d);

REMAINING TEXT REDACTED

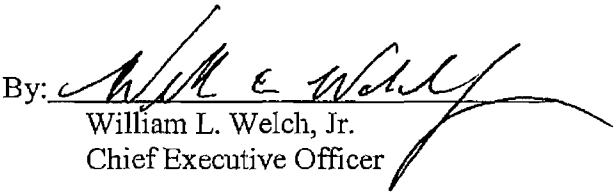
CONFIDENTIAL /PROPRIETARY BUSINESS INFORMATION

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

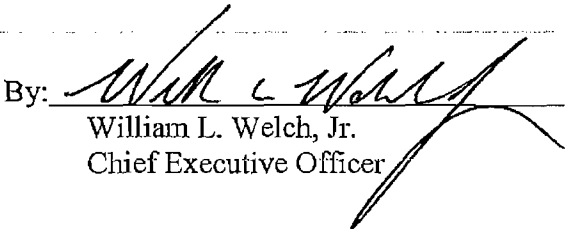
TEOCO CORPORATION:

By: 
Philip Giuntini
President

VIBRANT SOLUTIONS, INC.:

By: 
William L. Welch, Jr.
Chief Executive Officer

INFORMATIONVIEW SERVICES CORPORATION:

By: 
William L. Welch, Jr.
Chief Executive Officer

Schedule 1.1(d) (Purchased Intellectual Property)

Trade name:

- Vibrant Solutions, Inc.

Trademarks:

- VIBRANT SOLUTIONS (Class 9) (U.S. Reg. No. 2,789,260)
- VIBRANT SOLUTIONS (Class 35, 36, 42) (U.S. Reg. No. 2,743,441)
- ACUITY (Class 9) (U.K. Reg. No. 1403032)

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