

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
TECHNOLOGY SOLUTIONS COMPANY		10/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RYAN & COMPANY, INC.		
Street Address:	13155 NOEL ROAD		
Internal Address:	SUITE 100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3022666	TAXDECISIONERP	
Registration Number:	2999317	AN ADVANCED U.S. MULTI-STATE USE TAX DECISION AUTOMATION SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(678)420-9301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	678-420-9300		
Email:	bhopkins@needlerosenberg.com		
Correspondent Name:	Sumner C. Rosenberg		
Address Line 1:	999 Peachtree Street		
Address Line 2:	Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30309-3915		
ATTORNEY DOCKET NUMBER:	18139.1004US AND 1005US		
NAME OF SUBMITTER:	Beverly Hopkins		

OP \$65.00 3022666

Signature:	/Beverly Hopkins/
Date:	10/26/2007
Total Attachments: 4 source=Asset Purchase Agreement#page1.tif source=Asset Purchase Agreement#page2.tif source=Asset Purchase Agreement#page3.tif source=Asset Purchase Agreement#page4.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") dated October 6, 2006, by and among RYAN & COMPANY, INC., a Delaware corporation ("Ryan & Company") and TECHNOLOGY SOLUTIONS COMPANY, a Delaware corporation ("TSC").

WHEREAS, Ryan & Company and TSC are parties to that certain Development and Licensing Agreement (the "Development Agreement") dated as of August 7, 2003;

WHEREAS, pursuant to the Development Agreement, Ryan & Company and TSC agreed to cooperate in developing a marketable proprietary methodology to configure certain SAP ERP and certain sales and use tax calculation and compliance software (known as Vertex, Inc. Sales Tax Q Series, Release 3.0 and Taxware, a division of govOne Solutions Sales/Use Tax System, Release 3.1.C), to more accurately calculate, accrue, and report sales and use tax with respect to client purchases including products purchased initially tax-free that are subsequently removed from inventory for a client's own use (such methodology hereinafter being referred to as "TaxDecisionERP");

WHEREAS, pursuant to the Development Agreement, Ryan & Company and TSC each acquired an undivided one-half interest in TaxDecisionERP;

WHEREAS, TSC desires to sell, and Ryan & Company desires to buy, all of TSC's right, title and interest in and to TaxDecisionERP upon the terms and conditions set forth herein;

NOW, THEREFORE, In consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, and for other 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. ASSETS TO BE PURCHASED

(a) Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, TSC shall sell, convey, assign, transfer and deliver to Ryan & Company, and Ryan & Company shall purchase and acquire from TSC all of TSC's right, title, and interest in and to TaxDecisionERP, being an undivided one-half (1/2) interest therein, including, without limitation, all of TSC's right, title and interest in and to the following:

- (i) the source code;
- (ii) all software and methodologies for the development and maintenance of TaxDecisionERP;
- (iii) all documentation developed pursuant to the Development Agreement relating to the Purchased Assets;

(iv) all intellectual property related to TaxDecisionERP, including but not limited to the name "TaxDecisionERP", the taxdecisionerp.com website, and all copyrights, trademarks, service marks, and patents, including the patent application (#11/314,047) currently pending in the United States Patent and Trademark Office;

(v) all rights of recovery, causes of action, and choses in action related to TaxDecisionERP; and

(vi) all goodwill associated with TaxDecisionERP.

For purposes of this Agreement, "Encumbrances" shall mean any and all liens, claims, encumbrances, mortgages and similar interests but shall specifically exclude any pending, threatened or potential lawsuit, litigation, mediation, arbitration, claim or action of any kind arising out of any infringement or claimed infringement of any Intellectual Property Rights as defined in Section 14 hereof. All of the assets described in this Section 1(a) shall hereinafter be referred to as the "Purchased Assets". The Purchased Assets shall be sold to Ryan & Company free and clear of all Encumbrances except as specifically agreed to by Ryan & Company.

(b) No Assumed Liabilities. Ryan & Company shall not assume any liabilities of TSC whatsoever.

"REDACTED"

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

RYAN & COMPANY, INC.

TECHNOLOGY SOLUTIONS COMPANY

By: G. Brint Ryan
G. Brint Ryan, Chief Executive Officer

By: David Benjamin, President

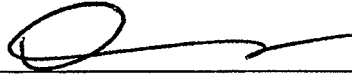
**CERTIFICATE OF OFFICER OF
TECHNOLOGY SOLUTIONS COMPANY**

Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement") dated the date hereof, by and among Ryan & Company, Inc., as Purchaser (the "Purchaser") and Technology Solutions Company, as Seller (the "Seller"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

The undersigned, ^{David}Benjamin, being the President of Seller, a Delaware corporation, does hereby certify to Purchaser as follows:

1. Seller has obtained all necessary authorization to enter into the transactions contemplated by the Purchase Agreement, and the undersigned Officer is fully authorized to execute all documents to be delivered in connection therewith.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 6th day of October, 2006.



[name] David Benjamin
President