

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
Hewitt Associates Corp.		01/31/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Accero, Inc.
Street Address:	120 South Riverside Plaza
Internal Address:	Suite 1800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1282199	CYBORG SYSTEMS
Registration Number:	1285189	CYBORG SYSTEMS
Registration Number:	1680742	CYBORG USERS ASSOCIATION
Registration Number:	2711674	ECYBORG
Registration Number:	2448276	THE REPORTING SOLUTION
Registration Number:	1454972	THE SOLUTION SERIES
Registration Number:	1904208	THE SOLUTION SERIES/ST
Serial Number:	76399643	ALIGNING YOUR WORKFORCE
Serial Number:	76424492	ECYBORG

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2129093078

CH \$240.00 1282199

Email: szablocki@kirkland.com
Correspondent Name: Susan Zablocki, Kirkland & Ellis LLP
Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-44
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	08/20/2008

Total Attachments: 4

source=Accero UK-US IP Assignment#page1.tif
source=Accero UK-US IP Assignment#page2.tif
source=Accero UK-US IP Assignment#page3.tif
source=Accero UK-US IP Assignment#page4.tif

GENERAL US INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (this "**Assignment**") is effective as of January 31, 2008.

WHEREAS, Hewitt Associates LLC, an Illinois limited liability company ("**Hewitt**"), and Blackcomb Holdings, Inc., a company organized under the laws of the Cayman Islands, are parties to an Asset Sale Agreement, dated December 21, 2007 (the "**Sale Agreement**"), governing the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Sale Agreement.

WHEREAS, Hewitt Associates Outsourcing Limited, a private company organized under the laws of England and Wales ("**Assignor**"), has agreed to transfer all of its rights, title and interest in and to that portion of the Cyborg IP in the United States used by Assignor ("**Assigned IP**") to Accero, Inc., a Delaware corporation ("**Assignee**"), and Assignee has agreed to accept such assignment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably grants, bargain, sells, transfers, conveys, assigns and delivers to Assignee all of its right, title and interest in and to the Assigned IP in accordance with the terms of the Sale Agreement, **TO HAVE AND TO HOLD** the same, with the appurtenances thereof, unto the Assignee, its successors and assigns, forever, to its own proper use and behalf.

This Assignment is in all respects subject to the provisions of the Sale Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Sale Agreement.

It is understood that Assignor, contemporaneously with the execution and delivery of this Assignment is further executing and delivering to Assignee certain assignments and other instruments of transfer which cover certain of the Assigned IP, the purpose of which is to supplement, facilitate and otherwise implement the transfer intended hereby.

At any time and from time to time hereafter, at the other party's request, each party shall take any and all steps and shall execute, acknowledge and deliver to the other party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof. This Assignment shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Assignor and Assignee.

* * *

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be signed on its behalf by a duly authorized officer as of the date first written above.

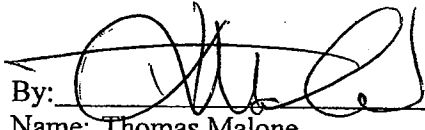
ASSIGNOR :

HEWITT ASSOCIATES OUTSOURCING
LIMITED

By: _____
Name: _____
Its: _____

ASSIGNEE:

ACCERO, INC.

By:  _____
Name: Thomas Malone
Its: President and Chief Executive Officer

[SIGNATURE PAGE TO GENERAL US INTELLECTUAL PROPERTY AGREEMENT]

Copyrights

Registration No.	Title
TX-1-636-273	Payroll/human Resource Software to Make or to Buy? A Guide to Your Decision
TXu-517-976	Batch payroll
TXu-518-369	The Solution Series
TXu-715-062	Employee transfer procedure for solution series software
TXu-715-063	Tax Set-Up Procedure (Ver. 8.3) for Solution Series Software
TXu-715-064	New Flag Procedure for Solution Series Software
TXu-715-066	Auto-Enroll Procedure for Solution Series Software
TXu-1-030-608	Batch Payroll Update
TXu-1-030-393	The Solution Series Update
Txu715065	Tax set-up procedure (Ver. ST 2.0) for solution series software

US Trademarks

Registration/Serial No.	Mark
76/399643	ALIGNING YOUR WORK FORCE
76/424492	ECYBORG & Design
1282199	CYBORG SYSTEMS
1285189	CYBORG SYSTEMS
1680742	CYBORG USERS ASSOCIATION
2711674	ECYBORG
2448276	THE REPORTING SOLUTION
1454972	THE SOLUTION SERIES
1904208	THE SOLUTION SERIES/ST