

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EnteGreat, Inc.		03/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ernst & Young U.S. LLP		
Street Address:	5 Times Square		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77504403	ENABLING DRIVER FOR GROWTH AND EFFICIENCY (EDGE)	
Serial Number:	77504417	ENABLING DRIVER FOR GROWTH AND EFFICIENCY (EDGE)	
Serial Number:	77504433	EDGE ENABLING DRIVER FOR GROWTH AND EFFICIENCY	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	ARY 0904077		

CH \$90.00 77504403

NAME OF SUBMITTER:	Susan Upton Douglass
Signature:	/anca nicolescu/
Date:	06/17/2009
Total Attachments: 6 source=Executed assignment to Ernst Young U.S. LLP (F0471911)#page1.tif source=Executed assignment to Ernst Young U.S. LLP (F0471911)#page2.tif source=Executed assignment to Ernst Young U.S. LLP (F0471911)#page3.tif source=Executed assignment to Ernst Young U.S. LLP (F0471911)#page4.tif source=Executed assignment to Ernst Young U.S. LLP (F0471911)#page5.tif source=Executed assignment to Ernst Young U.S. LLP (F0471911)#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of the 27th day of March, 2009 (the "Effective Date") by and between EnteGreat, Inc., a Delaware corporation located at 1900 International Park Drive, Suite 200, Birmingham, Alabama 35243 ("Assignor") and Ernst & Young U.S. LLP, a Delaware limited liability partnership located at 5 Times Square, New York, New York 10036 ("Assignee").

WHEREAS, EnteGreat Solutions, LLC, a Delaware limited liability company ("Solutions"), is a wholly owned subsidiary of Assignor; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated even herewith between Solutions and Assignee (the "APA"), Solutions is transferring certain of its assets to Assignee and Assignee will be the successor to the portion of Solutions' ongoing and existing business to which the Intellectual Property (as defined below) pertains; and

WHEREAS, consistent with the APA, Assignor has determined it is in its best interests to convey and assign the Intellectual Property to Assignee in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Assignment. For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the trademarks, trade names, and service marks set forth in Exhibit A, free and clear of all liens and encumbrances, together with all common law rights, the good will of the business symbolized thereby and associated therewith, and any applications and/or registrations therefor (collectively, the "Intellectual Property"), and the right (but not the obligation) to assert the Intellectual Property and to collect for all past, present, and future infringements and misappropriation, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past, present and future acts of infringement and misappropriation that have occurred or may occur.

2. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

3. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Governing Law. This Assignment shall be construed and interpreted according to the federal laws of the United States and the laws of the State of Delaware, without reference to its conflicts of law provisions.

5. Representations and Warranties. Assignor hereby represents that Assignee is the successor to the portion of the ongoing and existing business to which the Intellectual Property pertains. Assignor owns all right, title, and interest to the Intellectual Property.

6. Cooperation. Assignor agrees to execute and deliver or cause to be executed and delivered all documents, papers, forms and authorizations and take all other actions that may be

necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Intellectual Property, including any assistance with establishing use of the Intellectual Property.

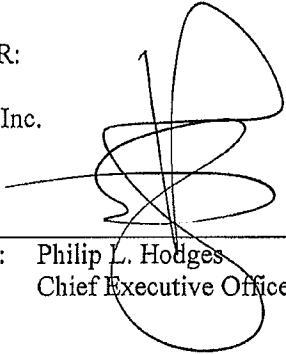
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

EnteGreat, Inc.

By: _____

Name: Philip L. Hodges
Title: Chief Executive Officer



ASSIGNEE:

Ernst & Young U.S. LLP

By: _____

Name: Gary L. Belske
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

EnteGreat, Inc.

ASSIGNEE:

Ernst & Young U.S. LLP

By: _____

Name:

Title:

By:  _____

Name: Gary L. Belske

Title: Chief Operating Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, as Notary Public, in and for said County in said State, hereby certify that Philip L. Hodges, as CEO of EnteGreat, Inc. whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 27th day of March, 2009.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 5/14/10

EXHIBIT A
TRADEMARKS

<u>USPTO Serial No.</u>	<u>Mark</u>	<u>Class No.</u>
77/504,403	ENABLING DRIVER FOR GROWTH AND EFFICIENCY (EDGE)	009
77/504,417	ENABLING DRIVER FOR GROWTH AND EFFICIENCY (EDGE)	035
77/504,433	ENABLING DRIVER FOR GROWTH AND EFFICIENCY (EDGE)	042

EDGE