

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
Trinum Group, Inc.		05/04/2009	CORPORATION: DELAWARE
Integrated Finance Limited		05/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DJ&M Co. LLC		
Street Address:	c/o David Deming		
Internal Address:	84 Cove Road		
City:	Oyster Bay		
State/Country:	NEW YORK		
Postal Code:	11771		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78674731	SMART SAVINGS AN IFL SERVICE	
Serial Number:	78717485	SMART INCOME	
Serial Number:	77300975	SMARTINCOME	
Serial Number:	78478342	SMART NEST	
Serial Number:	78478356	SMARTNEST	
CORRESPONDENCE DATA			
Fax Number:	(646)710-5433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 408-5433		
Email:	DHopkins@chadbourne.com		
Correspondent Name:	Dennis Hopkins		
Address Line 1:	Chadbourne & Parke LLP		
Address Line 2:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112		

CH \$140.00 78674731

ATTORNEY DOCKET NUMBER:	19561.002
NAME OF SUBMITTER:	Dennis Hopkins
Signature:	/Dennis Hopkins/
Date:	09/02/2009
Total Attachments: 8 source=Bill of Sale#page1.tif source=Bill of Sale#page2.tif source=Bill of Sale#page3.tif source=Bill of Sale#page4.tif source=Bill of Sale#page5.tif source=Bill of Sale#page6.tif source=Bill of Sale#page7.tif source=Bill of Sale#page8.tif	

BILL OF SALE

This BILL OF SALE (this "Bill of Sale"), dated as of May 4, 2009, is made and entered into by and among Trinum Group, Inc. and Integrated Finance Limited (collectively, the "Assignors"), and DJ&M Co. LLC (the "Assignee"). All capitalized terms used and not defined herein shall have the meanings ascribed to them in the APA referred to below.

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, dated as of April 15, 2009 (the "APA"), pursuant to which, among other things, the Assignors agree to sell, assign, convey and transfer to the Assignee, and the Assignee agrees to purchase and accept from the Assignors, all of the Assignors' right, title and interest in and to the Designated Assets, for consideration in the amount and on the terms and conditions provided therein; and

WHEREAS, the parties now desire to carry out the purposes of the APA by the execution and delivery of this instrument evidencing the Assignee's purchase and acceptance of the Designated Assets;

NOW, THEREFORE, in consideration of the foregoing premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale and Assignment of Designated Assets.** The Assignors hereby sell, assign, convey and transfer to the Assignee free and clear of all Encumbrances, all of the Assignors' right, title and interest in and to all of the Designated Assets, namely the SmartNest Assets, including (a) all Causes of Action arising therefrom or relating thereto and all proceeds derived therefrom, and (b) for purposes of abandonment thereof by the Assignee, all Avoidance Actions arising therefrom or relating thereto, but only to the extent such Avoidance Actions are brought against vendors or contract counterparties. "SmartNest Assets" means (a) all assets and property of SmartNest listed on Exhibit A hereto, including (i) all Assigned Contracts and all rights to receive payment for products sold or services rendered, and to receive goods and services, pursuant thereto, (ii) all patents and patent applications (including all provisionals, continuations, divisions, continuations-in-part and all other related applications), inventions, know-how, trademarks, copyrights and other intellectual property associated with SmartNest and all registrations or applications for registration therefor, together with all goodwill associated therewith, (iii) all the items listed on Schedule A attached to Exhibit A hereto, (iv) all SmartNest related accounts receivable as shown on Schedule B attached to Exhibit A hereto with such changes as have occurred thereafter in the ordinary course of business and (v) all accrued revenues from the accounts listed on Schedule B attached to Exhibit A hereto; and (b) all rights arising from that certain litigation in the United States Patent and Trademark Office entitled "In the matter of Trademark Application Serial No.: 77/234,781", naming Trinum Group, Inc. and Integrated Finance Limited as plaintiffs/opposers and The Lincoln National Life Insurance Company as defendant/applicant.

2. **No Assumption of Obligations.** The parties acknowledge that the Assignee is not assuming any debt, liability or obligation of the Assignors, known or unknown, fixed or contingent, in connection with the Designated Assets, except for the Assumed Liabilities relating thereto.

3. **Further Assurances.** Each party hereto shall execute, acknowledge and deliver to the other party any and all documents or instruments, and shall take any and all actions, reasonably required by such other party from time to time, to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of the APA and this Bill of Sale and the transactions contemplated thereby and hereby.

4. **Asset Purchase Agreement.** This Bill of Sale is entered into pursuant to and is subject in all respects to all of the terms, provisions and conditions of the APA, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder.

5. **Interpretation.** In the event of any conflict or inconsistency between the terms, provisions and conditions of this Bill of Sale and the APA, the terms, provisions and conditions of the APA shall govern.

6. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws.

7. **Counterparts.** This Bill of Sale may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement. Delivery of signatures by telecopy or electronic mail shall be effective as delivery of original counterparts of this Bill of Sale.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Bill of Sale as of the date first above written.

ASSIGNORS:

Trinsum Group, Inc.

By: _____

Name:

Title:

Integrated Finance Limited

By: _____

Name:

Title:

ASSIGNEE:

DJ&M Co. LLC

By:  _____

David Deming

Manager

By:  _____

Roberto Mendoza

Manager

IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Bill of Sale as of the date first above written.

ASSIGNORS:

Trinsum Group, Inc.

By: James M. McJannet
Name:
Title:

Integrated Finance Limited

By: James M. McJannet
Name:
Title:

ASSIGNEE:

DJ&M Co. LLC

By: _____
David Deming
Manager

By: _____
Roberto Mendoza
Manager

[Signature Page to Bill of Sale]

SMARTNEST ASSETS

ASSET:	COMMENTS:
Capitalized software	Net book value of \$2.9 million per Trinum accounting as of 6/30/08.
Client contracts:	12/31/07 book value of \$0 per Trinum accounting.
Philips International BV	
Stitching Philips Pensioenfond	
Philips GMBH	
VP Pensions NXP	
Blackrock Pension Limited	
Other contracts:	
SEC Ventures, LLC	
Brant Hickey & Associates	
N.E. Retirement Consultants	
Patents:	Summary
11/531,989	IFL/003 – Process Patent
11/531,978	IFL/004 – Graphic Interface
11/966,169	IFL/010 – Financial Engine
PCT/US2007/089224	IFL/010 PCT – European Filing for Financial Engine
Logos/Trademarks	See Schedule C for details
IT Hardware	See Schedule A for details
SmartNest shared drive files/folders and email/personal records	Also includes consumer and plan sponsor surveys
Accounts receivable	See Schedule B for details

Schedule A

SMARTNEST IT EQUIPMENT

Count	Item
1	Dell Precision Workstation 380
29	Dell Precision Workstation 670
1	Dell Optiplex GX620
10	Dell Optiplex GX270 (or 260)
1	Thinkpad T61 2GHz, 1gb ram
1	Broadband Access Card
1	Catalyst 2960G Gigabit network switch
1	Netgear ProSafe 100 Mbps network switch
26	Monitors
20	Keyboards
17	Mice
11	Power Strips

Notes:

Above includes all necessary cables from Trinsum Group, Inc. for continued operations of equipment.

Schedule B

SMARTNEST ACCOUNTS RECEIVABLE (As of 12/31/08)

Accounts Receivable:	
Philips Netherlands (EPP)	\$60,151
Philips Germany (PDE)	\$11,833
Philips United Kingdom (PUK)	\$429,677
NXP Semiconductors (NXP)	<u>\$ 74,212</u>
Total Accounts Receivable	\$575,873

Schedule C

SMARTNEST LOGOS/TRADEMARKS

MARK	COUNTRY	SERIAL NO.	REG. NO.
Smart Savings An Ifl Service & Design	US	78674731	3231357
Smart Savings An Ifl Service & Design	CTM*	6311526	6311526
Smartincome & Design	US	78717485	3415807
Smartincome	US	77300975	- - -
Smart Nest & Design	US	78478342	3115168
Smartnest	US	78478356	3330681
Smart Nest & Design	CTM*	6311369	6311369
Smartnest	CTM*	6309215	6309215
Smartincome	UK	2484496	2484496

*Community Trade Mark (valid throughout the European Community)