

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
The Keane Organization, Inc.		12/14/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Venio LLC
Street Address:	1001 Avenue of the Americas
Internal Address:	14th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85061693	KEANE
Registration Number:	2857034	KEANE
Registration Number:	2841159	KEANE
Registration Number:	3047769	BEYOND COMPLIANCE
Registration Number:	1635089	KEANE TRACERS
Registration Number:	2841162	THE KEANE CONTINUUM
Registration Number:	3448703	KEANOTES

CORRESPONDENCE DATA

Fax Number: (212)355-3333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-813-8800
Email: NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com
Correspondent Name: GOODWIN PROCTER LLP/Attn: Janis Nici
Address Line 1: 620 Eighth Avenue

900178835

**TRADEMARK
 REEL: 004434 FRAME: 0037**

OP \$190.00 85061693

Address Line 2: Rm. 2928
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	125006200762
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	12/15/2010

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of December 14 2010 (the "Assignment"), is made by The Keane Organization, Inc., a Pennsylvania corporation (the "Assignor"), in favor of Venio LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, of even date herewith, among the Assignor, the Assignee and the other parties named therein (the "Agreement") and the terms of construction set forth in Section 8.11 of the Agreement shall apply to this Assignment.

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Subject Assets, including, but not limited to, the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated by reference (the "Marks"); and

WHEREAS, the Assignor now wishes to assign the Marks to the Assignee, and the Assignee is desirous of acquiring the Marks from the Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In accordance with and subject to the terms of the Agreement, the Assignor hereby assigns, transfers and sets over unto the Assignee and its successors, assigns and legal representatives, the Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with all renewals of any of the foregoing and all goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by the Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for the Assignee's sole use and enjoyment.

2. The Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. The governing law of this Assignment shall be as set forth in Section 8.2 of the Agreement and any dispute or controversy arising out of this Assignment shall be resolved in accordance with Sections 8.6 and 8.7 of the Agreement.

4. This Assignment may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document. Signatures of the parties executing this Assignment transmitted to the other parties by facsimile, "pdf" or other customary electronic means shall be binding as evidence of such sending party's intent to be bound by the terms hereof.

5. For the purposes of this Assignment, no course of dealing between or among any of the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof. No provision hereof may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision. No amendment to this Assignment may be made without the written consent of the parties hereto.

6. This Assignment shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

7. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision (or part thereof) of this Assignment shall be deemed prohibited or invalid under such applicable Law, such provision (or part thereof) shall be ineffective only to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Assignment.

8. This Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to modify, limit or qualify any provision of the Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

[Remainder of page intentionally left blank]

Trademark Assignment

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

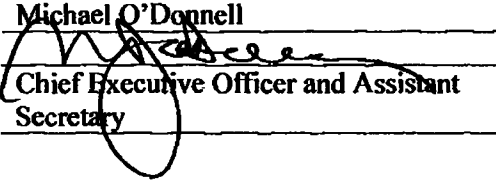
ASSIGNOR: THE KEANE ORGANIZATION, INC.
Name: Dorothy J. Flynn
Signature: *Dorothy J. Flynn*
Title: CEO

ASSIGNEE: VENIO LLC
Name: Michael O'Donnell
Signature: _____
Title: Chief Executive Officer and Assistant Secretary

Signature page to Trademark Assignment

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: THE KEANE ORGANIZATION, INC.
Name: _____
Signature: _____
Title: _____

ASSIGNEE: VENIO LLC
Name: Michael O'Donnell
Signature: 
Title: Chief Executive Officer and Assistant Secretary

Signature page to Trademark Assignment

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
Keane (block letters)	Federal	85061693; June 14, 2010	N/A (Pending Application)
Keane	Federal	76434321; July 22, 2002	2857034; June 22, 2004
Keane (word and design)	Federal	76433903; July 22, 2002	2841159; May 11, 2004
Beyond Compliance	Federal	76598883; June 23, 2004	3047769; January 24, 2006
Keanotes	Federal	77302464; October 12, 2007	3448703; June 17, 2008
Keane Tracers	Federal	73782607; February 23, 1989	1635089; February 12, 1991
The Keane Continuum	Federal	76435253; July 25, 2002	2841162; May 11, 2004