

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TS Holdings Associates, Inc.	FORMERLY Treo Solutions, Inc.	01/18/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Treo Solutions, LLC		
<b>Street Address:</b>	125 DeFreest Drive		
<b>City:</b>	Troy		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12180		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3395005	TREEO	
Registration Number:	3394988	TREEO STAT	
Registration Number:	3394987	TREEO SOLUTIONS	
Registration Number:	3416720	TREEO SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(877)886-0466		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Daniel F. Dovi		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	050615/000004		
<b>NAME OF SUBMITTER:</b>	Daniel F. Dovi		

**CH \$115.00 3395005**

Signature:	/DanielFDovi/
Date:	01/25/2011
Total Attachments: 3 source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif source=Trademark_Assignment#page3.tif	

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made and entered into as of January 18, 2011, by and between TS Holdings Associates, Inc., a New York corporation (formerly, Treo Solutions, Inc.) ("Assignor"), and Treo Solutions, LLC, a Delaware limited liability company ("Assignee").

### RECITALS:

A. Assignor has adopted, used, is using, and is the owner of the trademarks referred to on Exhibit A attached hereto, and any renewals and extensions of such trademarks, together with the goodwill of the business associated therewith, including the right to sue for and collect damages for the past, present, and future infringement of such trademarks (the "Trademarks");

B. Assignor and Assignee are parties to that certain Contribution Agreement, dated January 18, 2011 (as may be amended from time to time, the "Contribution Agreement"), by and among Assignor, Assignee, Azure Equity Management, LLC, William Kelly, Christopher Kelly, Paul Rulison and Steve Wendt and Blue Cross Blue Shield of Nebraska (with respect to Section 9.2(c) of the Contribution Agreement only), pursuant to which Assignor has agreed to, among other things, assign all right, title, and interest in and to the Trademarks to Assignee and to enter into this Assignment.

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

1. Assignment. Assignor hereby sells, assigns, transfers, and sets over to Assignee, free and clear of all Liens, all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignment Procedure. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

3. Conflict with the Contribution Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Contribution Agreement or the survival thereof.

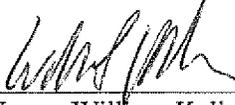
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

TS HOLDINGS ASSOCIATES, INC.

By:   
Name: William Kelly  
Title: President

**ASSIGNEE:**

TREO SOLUTIONS, LLC

By: TS HOLDINGS ASSOCIATES, INC., its sole member

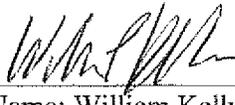
By:   
Name: William Kelly  
Title: President

Exhibit A

**ASSIGNED TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
TREO	U.S.	3,395,005	03/11/2008
TREO STAT	U.S.	3,394,988	03/11/2008
TREO SOLUTIONS	U.S.	3,394,987	03/11/2008
TREO SERVICES	U.S.	3,416,720	04/29/2008