

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

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TRADEMARK
 REEL: 004460 FRAME: 0141

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.

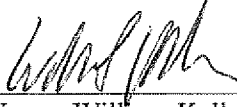
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

[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

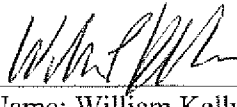
By: 
Name: William Kelly
Title: President

Exhibit A

ASSIGNED TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Registration Number	Registration Date
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