

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
VIPitech LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Algorithmics Trademarks LLC		
<b>Street Address:</b>	33 Whitehall Street, 28th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3415783	VIP ITECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)429-3902		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 429-3000		
<b>Email:</b>	ipdocketing@steptoe.com, bwinterfeldt@steptoe.com, arubinstein@steptoe.com, tday@steptoe.com		
<b>Correspondent Name:</b>	Brian J. Winterfeldt, Esq.		
<b>Address Line 1:</b>	1330 Connecticut Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	18084.00002		
<b>NAME OF SUBMITTER:</b>	Brian J. Winterfeldt		
<b>Signature:</b>	/Brian J. Winterfeldt/		

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**TRADEMARK**  
 REEL: 004582 FRAME: 0886

Date:

07/14/2011

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Trademark Assignment*") is dated June 22, 2010 by and between VIPitech LLC, a Delaware limited liability company having its principal office and place of business at c/o Algorithmics (U.S.), Inc. 33 Whitehall Street, 28th Floor, New York, New York 10004 ("*Assignor*") and Algorithmics Trademarks LLC, a Delaware limited liability company having its principal office and place of business at c/o Algorithmics (U.S.), Inc. 33 Whitehall Street, 28th Floor, New York, New York 10004 ("*Assignee*").

**WHEREAS**, Algorithmics Software LLC ("*Algorithmics Software*"), the sole shareholder of Assignor, entered into a Business Purchase Agreement (the "*Agreement*"), dated May 11, 2010, by and among Algorithmics Software, Towers Watson Limited, a company incorporated in England (the "*Seller*"), and Algorithmics (UK) Limited, a company incorporated in England (the "*UK Buyer*"), pursuant to which (i) Algorithmics Software purchased all of the limited liability company interests in Assignor (the "*LLC Shares*") from the Seller and (ii) the UK Buyer purchased from the Seller the Business and the UK Assets (as such terms are defined in the Agreement) other than the LLC Shares;

**WHEREAS**, the Seller and Assignor entered into an IP Assignment dated May 4, 2010 and an IP Assignment dated May 27, 2010 (together, the "*IP Assignments*"), pursuant to which the Seller, among other things, assigned to Assignor all of its right, title, and interest in the registered and unregistered trade marks included in the Business Intellectual Property Rights (as defined in the IP Assignments) (the "*Marks*"), including those set forth on Schedule A hereto;

**WHEREAS**, in exchange for consideration in the amount of US\$148,480.00, Assignor desires to assign to Assignee all of its right, title, and interest in the Marks, and all statutory and common law rights attaching thereto, the goodwill of the business symbolized by the Marks, the right to sue for past infringements and to retain any damages obtained as a result of such action and the right to obtain all renewals and extensions thereof and the registrations thereof and the applications therefor in the U.S. Patent and Trademark Office and various other countries and offices around the world, including the European Community, India, Hong Kong, Indonesia, Thailand, Taiwan, and the United Kingdom, and Assignee desires to acquire Assignor's entire right, title, and interest in the Marks, such assignment to be effective immediately following the completion of the sale and purchase of the Business, the UK Assets and the LLC Shares pursuant to the Agreement (the "*Completion*").

**NOW, THEREFORE**, effective immediately following the Completion, in exchange for consideration in the amount of US\$148,480.00, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, conveys, and transfers to Assignee all right, title, and interest in and to the Marks, and all statutory and common law rights attaching thereto, the goodwill of the business symbolized by the Marks, the right to sue for past infringements and to retain any damages obtained as a result of such action and the right to obtain all renewals or extensions thereof and the registrations thereof and the applications therefor in the U.S. Patent and Trademark Office and various other countries and offices around the world, including the European Community, India, Hong Kong, Indonesia, Thailand, Taiwan, and the United Kingdom.

Assignor agrees not to challenge the validity of the Marks or the title of Assignee to the Marks.

Furthermore, Assignor agrees (a) to furnish upon request to Assignee such further information, (b) to execute and deliver to Assignee such other documents, and (c) to do such other acts and things, all as Assignee may reasonably request for the purpose of carrying out the intent of this Trademark Assignment and the assignments referred to herein. Without limiting the forgoing obligation, Assignor shall, upon the request of Assignee, execute any assignments, instruments, or other documents meeting the requirements of any particular country or territory for perfecting the rights transferred to Assignee regarding the Marks promptly upon Assignee's request.


Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact for the purpose of executing all such documents as may be necessary for securing, recording or otherwise effectuating this Trademark Assignment in Assignor's name.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

**VIPitech LLC**

By:   
Its: Treasurer

**ALGORITHMICS TRADEMARKS LLC**

By:   
Its: Chief Financial Officer

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Class</b>
European Community	VIP ITECH	4424263	09 & 36
India	VIP ITECH	1402638	09 & 36
Hong Kong	VIP ITECH	300539956	09 & 36
Indonesia	VIP ITECH	IDM000138438	36
Indonesia	VIP ITECH	IDM000138437	9
Thailand	VIP ITECH	Bor32730	36
Taiwan	VIP ITECH	01245879	09 & 36
United States of America	VIP ITECH	3415783	09 & 36
United Kingdom	VIP System	1493989	09