

## 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
Aptuit, Inc.		02/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aptuit Management Company		
Street Address:	2711 Centerville Road, Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3776308	APTUIT	
Registration Number:	3897582	APTUIT INDIGO	
Registration Number:	3886638	APTUIT INDIGO	
CORRESPONDENCE DATA			
Fax Number:	(617)235-7405		
Phone:	617-951-7170		
Email:	ronald.duvernay@ropesgray.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Emilia F. Cannella		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	8286-662		
NAME OF SUBMITTER:	Emilia F. Cannella		

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Signature:	/e cannella/
Date:	02/21/2012
Total Attachments: 5 source=AI to AMC Asst#page1.tif source=AI to AMC Asst#page2.tif source=AI to AMC Asst#page3.tif source=AI to AMC Asst#page4.tif source=AI to AMC Asst#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of February 17, 2012 (the "Closing Date"), by and among:

(A) APTUIT, INC., a company incorporated under the laws of the State of Delaware (the "Assignor"), with an office at Two Greenwich Office Park, Greenwich, Connecticut 06831; and

(B) APTUIT MANAGEMENT COMPANY, a company incorporated under the laws of the State of Delaware (the "Assignee"), with a registered office at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Restructuring Agreement, dated as of August 19, 2011, and made between Aptuit, LLC and Aptuit Holdings, Inc. (the "Restructuring Agreement").

### RECITALS

**WHEREAS**, the Assignor has adopted and used and is using in commerce the marks set forth in the attached Schedule A (collectively, the "Marks"); and

**WHEREAS**, pursuant to the Restructuring Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Marks and the goodwill associated with such Marks as set forth on Schedule A;

**WHEREAS**, in conjunction with this Assignment, the Assignee is acquiring the portion of the Assignor's business to which the Marks being assigned to the Assignee pertain.

**NOW, THEREFORE**, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby assigns to the Assignee all rights, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, but subject to all existing Encumbrances, as set forth on Schedule A.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks being assigned to the Assignee in accordance with Schedule A.

Section 3. After the Closing Date and at the Assignee's request, the Assignor will, at the Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Marks in the United States or any foreign country.

Section 4. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Restructuring Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

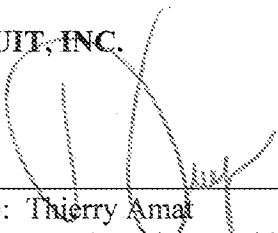
Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**[Signatures Follow On a Separate Page]**

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

"Assignor"

**APTUIT, INC.**

By:   
Name: Thierry Amat  
Title: Executive Vice President & Chief Financial Officer

[Jurisdiction]

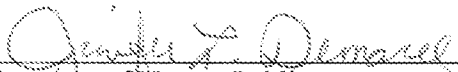
Greenwich, Fairfield Co., CT. ss.  
[city/county]

On this 16<sup>th</sup> day of February, 2012, before me, the undersigned notary public, personally appeared Thierry Amat, proved to me through satisfactory evidence of identification, which was/were Passport  
[Description of Evidence of Identity]

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

As Executive Vice President & Chief Financial Officer for  
APTUIT, INC.

Jennifer L. Demaree  
Notary Public, State of Connecticut  
My Commission Expires Aug. 31, 2012

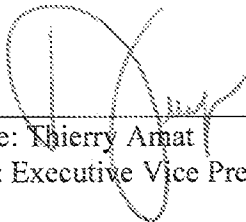
  
Signature of Notary Public

Place Notary Seal and/or Stamp above

ACCEPTED:

"Assignee"

**APTUIT MANAGEMENT COMPANY**

By:   
 Name: Thierry Amat  
 Title: Executive Vice President & Chief Financial Officer

[Jurisdiction]

Groton Fairfield Co. CT, ss.  
 [city/county]

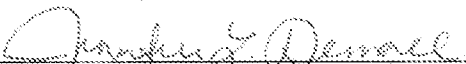
On this 16<sup>th</sup> day of February, 2012, before me, the undersigned notary public, personally appeared Thierry Amat, proved to me through satisfactory evidence of identification, which was/were Passport  
 [Description of Evidence of Identity]

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

As Executive Vice President & Chief Financial Officer for

**APTUIT MANAGEMENT COMPANY**

Jennifer L. Demaree  
 Notary Public, State of Connecticut  
 My Commission Expires Aug. 31, 2012

  
 Signature of Notary Public

Place Notary Seal and/or Stamp above

[Trademark Assignment Signature Page]

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