

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
Service Intelligence, Inc.		01/31/2006	CORPORATION: GEORGIA
Service Intelligence (Operations), Inc.		01/31/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Global Compliance Services, Inc.		
Street Address:	13950 Ballantyne Corporate Place		
Internal Address:	Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2301959	SERVICE INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	013043.0203		
NAME OF SUBMITTER:	Darren W. Collins		

OP \$40.00 2301959

Signature:

/Darren W. Collins/

Date:

03/08/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This ASSIGNMENT is made as of January 31, 2006, from Service Intelligence, Inc., a Georgia corporation ("**Seller**") and Service Intelligence (Operations), Inc., a corporation organized under the laws of the Province of Alberta, Canada ("**Operations**") and collectively with the Seller, the "**Assignors**", to Global Compliance Services, Inc. a Delaware corporation (the "**Assignee**"), under that certain Asset Purchase Agreement, dated December 30, 2005, as amended (the "**Purchase Agreement**"), among Seller; Operations; certain Stockholders of Seller; Prism Opportunity Fund SBIC, L.P., a Delaware limited partnership, as the Seller Representative; SI International, ULC, an Alberta unlimited liability corporation ("**Purchaser**"); and Assignee. Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignee and Purchaser are purchasing from Assignors, and Assignors are selling and transferring to Assignee, all right, title and interest in and to certain Assets, including without limitation the trademarks and servicemarks listed on Schedule A hereto, including all trademark and servicemark applications and registrations, therefore worldwide, and all goodwill of the business pertaining thereto (hereinafter "**the Marks**")

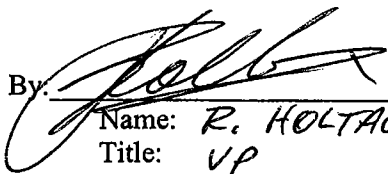
WHEREAS, Assignors have transferred to Assignee all of that portion of Assignors' business to which the Mark pertains, and Assignor and Assignee wish for Assignee to acquire all of Assignors' rights, title and interest of every kind, nature or description in and to the Marks, all rights of Assignors to use or register the Marks worldwide, to collect royalties for the licensing thereof, and all claims for infringement thereof in any jurisdiction worldwide (hereinafter "**All Rights in the Marks**").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby sell, assign, set over and transfer to Assignee All Rights in the Marks, including the entire right, title and interest it may hold in and to the Marks, and all past, present and future registration and applications therefor, including but not limited to above-identified trademark applications, together with the whole of the goodwill of the business pertaining thereto. The rights of Assignee at common law and/or to the end of the term or terms of which any registration of the Marks may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringement(s) of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit, and on behalf of its successors, assigns, and other representatives.

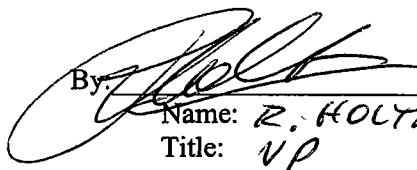
In Witness Hereof, Assignors have executed this Assignment effective as of 1-31,
2006.

ASSIGNORS:

SERVICE INTELLIGENCE, INC.

By: 
Name: R. HOLTACKERS
Title: VP

SERVICE INTELLIGENCE
(OPERATIONS), INC.

By: 
Name: R. HOLTACKERS
Title: VP

ASSIGNEE:

GLOBAL COMPLIANCE SERVICES, INC.

By: _____
Name: Dennis D. Muse
Title: Chief Executive Officer

In Witness Hereof, Assignors have executed this Assignment effective as of January 31,
2006.

ASSIGNORS:

SERVICE INTELLIGENCE, INC.


By: _____
Name:
Title:

SERVICE INTELLIGENCE
(OPERATIONS), INC.

By: _____
Name:
Title:

ASSIGNEE:

GLOBAL COMPLIANCE SERVICES, INC.

By:  _____
Name: Dennis D. Muse
Title: Chief Executive Officer

SCHEDULE A

MARKS ASSIGNED FROM SERVICE INTELLIGENCE, INC. AND SERVICE INTELLIGENCE
(OPERATIONS), INC. TO GLOBAL COMPLIANCE SERVICES, INC.

Mark	Registration No.	Registration Date	Action/Due Date	Status
SERVICE INTELLIGENCE	U.S. / 2301959	12/21/99	8 & 15 Dec. 12/21/05	Registered
SERVICE INTELLIGENCE	GA / 17639 (Class 8)	02/18/99	Renewal 02/18/09	Registered
SERVICE INTELLIGENCE	GA / 17657 (Class 2)	03/01/99	Renewal 03/01/09	Registered

In addition to the registered Marks above, Service Intelligence, Inc. has made use of the mark "Experience Exchange" which mark has not been registered.