

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
Davis Conder Enderle and Sloan, Inc.		09/30/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Watson Wyatt & Company		
Street Address:	901 North Glebe Road		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22203		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2796240	EEPOINT	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-4007		
Email:	margaret.esquenet@finnegan.com, docketing@finnegan.com		
Correspondent Name:	Margaret A. Esquenet		
Address Line 1:	901 New York Avenue, NW		
Address Line 2:	Finnegan Henderson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	04624.0206		
NAME OF SUBMITTER:	Margaret A. Esquenet		
Signature:	/Margaret A. Esquenet/		

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 REEL: 004136 FRAME: 0042**

Date:

01/22/2010

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered as of September 30, 2005 by and between Watson Wyatt & Company, incorporated under the laws of the State of Delaware ("Watson Wyatt"), and Davis Conder Enderle and Sloan, Inc., an Illinois Corporation ("DCES").

WHEREAS, DCES provides actuarial, plan design, investment policy, plan administration and administration software services (the "Business") in the Midwestern United States; and

WHEREAS, Watson Wyatt is engaged in the business of consulting throughout the United States and in various other locations around the world; and

WHEREAS, Watson Wyatt desires to purchase and DCES desires to sell substantially all of the assets of the Business on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and other consideration provided for in this Agreement, and intending to be legally bound, Watson Wyatt and DCES hereby agree as follows:

1. **Purchase and Sale.** Watson Wyatt shall purchase from DCES, and DCES shall sell, transfer and assign to Watson Wyatt, effective as of 12:01 a.m. on October 1, 2005 (the "Effective Time"), all of DCES's right, title and interest in and to all of its assets, properties, rights and licenses of every kind and description, personal and mixed, tangible and intangible, which are used in the Business (but excluding the Excluded Assets as set forth below) (hereinafter collectively referred to as the "Assets"), free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever. The Assets include, but are not limited to the following:
 - (a) all goodwill, business opportunities and client relationships of the Business;
 - (b) all patents, copyrights, know-how, trade secrets, trademarks and trade names owned or used by DCES in the Business (and all rights thereto and applications therefor);
 - (c) the practice-specific software and computer programs and other software and computer programs, and related technical documentation used by DCES in the conduct of the Business, including, but not limited to the software application EEPOINT and MYEEPOINT (as each is more fully described on Schedule 1(c)), together with all related technical and user documentation, specifications, object and source code listings, schematic diagrams, flow charts, programmer's notes, know-how, techniques, and marketing materials and all copyrights, patents, trademarks, trade secrets and other intellectual property rights related to the same, (collectively, the

“Proprietary Software”). DCES assigns all rights under the Ownership and License Agreement between DCES and Arlex Technologies dated July 13, 2005, and Watson Wyatt hereby agrees to be bound by the terms and conditions of that agreement;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

Watson Wyatt & Company

By: John J. Haley

Name: John J. Haley

Title: President & CEO

Davis Conder Enderle and Sloan, Inc

By: _____

Name: David Conder

Title: President

[Signature Page to Asset Purchase Agreement]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

Watson Wyatt & Company

By: _____

Name: John J. Haley

Title: President & CEO

Davis Conder Enderle and Sloan, Inc.

By: David Conder

Name: David Conder

Title: President

[Signature Page to Asset Purchase Agreement]

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Intellectual Property

A. INTELLECTUAL PROPERTY OWNED BY DCES

SOFTWARE AND WEBSITE

See Schedule 1(c).

DCES PATENTS

Patent Applications or Issued Patents - None

DCES COPYRIGHTS

Copyright Application or Copyright Registration - None

UNREGISTERED WORKS OF AUTHORSHIP

EEPOINT software system, product, related website, and related product documentation, product specifications, flowcharts and other related technical documentation.

MYEEPOINT software system, product, related website, and related product documentation, product specifications, flowcharts and other related technical documentation.

DCES brochure, promotional and marketing materials

DCES TRADEMARKS AND TRADE NAMES

Trademark Applications or Trademark Registrations

EEPOINT:- US Trademark No.: 2,796,240

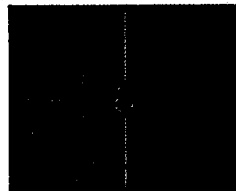
Trade Names and Other unregistered trademarks:

MYEEPOINT

DAVIS CONDER ENDERLE & SLOAN, INC.

DCES AND DCE&S

DCES Logo:



Trade dress of the EEPOINT and MYEEPOINT websites or webpages