

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DJ&M Co. LLC	05/28/2010
RECEIVING PARTY DATA	
Name:	SmartNest LLC
Street Address:	6300 Bee Cave Road, Bldg. 1
Internal Address:	c/o David Deming
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7647261
Patent Number:	7711619
Application Number:	11966169
CORRESPONDENCE DATA	
Fax Number:	(732)542-2283
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7325422280
Email:	lcrater@walltong.com
Correspondent Name:	Diana Rea/Wall & Tong, LLP
Address Line 1:	25 James Way
Address Line 4:	Eatontown, NEW JERSEY 07724
ATTORNEY DOCKET NUMBER:	IFL/001
NAME OF SUBMITTER:	Diana Rea
Total Attachments: 7	

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PATENT
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FORM OF BILL OF SALE

This BILL OF SALE (this "Bill of Sale"), dated as of May 28, 2010, is made and entered into by and among DJ&M Co. LLC (the "Assignor"), and SmartNest LLC (the "Assignee"). All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement referred to below.

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 20, 2009 (the "APA"), pursuant to which, among other things, the Assignor agrees to sell, assign, convey and transfer to the Assignee, and the Assignee agrees to purchase and accept from the Assignor, all of the Assignor's right, title and interest in and to the Designated Assets, for consideration in the amount and on the terms and conditions provided therein; and

WHEREAS, the parties now desire to carry out the purposes of the APA by the execution and delivery of this instrument evidencing the Assignee's purchase and acceptance of the Designated Assets;

NOW, THEREFORE, in consideration of the foregoing premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale and Assignment of Designated Assets.** The Assignor hereby sells, assigns, conveys and transfers to the Assignee free and clear of all Encumbrances, all of the Assignor's right, title and interest in and to all of the Designated Assets. "Designated Assets" means all assets and property of SmartNest listed on Schedule A hereto, including all Causes of Action arising therefrom or relating thereto and all proceeds derived therefrom, (i) including for the avoidance of doubt all rights arising from that certain litigation in the United States Patent and Trademark Office entitled "In the matter of Trademark Application Serial No.: 77,234,781", naming Trinsum Group, Inc. and Integrated Finance Limited as plaintiffs/opposers and The Lincoln National Life Insurance Company as defendant/applicant, but (ii) excluding for the avoidance of doubt Existing Contracts, including any rights to receive payments that accrued through the Effective Time thereunder.

2. **No Assumption of Obligations.** The parties acknowledge that the Assignee is not assuming any Liability of the Assignor in connection with the Designated Assets or Existing Contracts.

3. **Further Assurances.** Each party hereto shall execute, acknowledge and deliver to the other party any and all documents or instruments, and shall take any and all actions, reasonably required by such other party from time to time, to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of the APA and this Bill of Sale and the transactions contemplated thereby and hereby.

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4. **Asset Purchase Agreement.** This Bill of Sale is entered into pursuant to and is subject in all respects to all of the terms, provisions and conditions of the APA, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder.

5. **Interpretation.** In the event of any conflict or inconsistency between the terms, provisions and conditions of this Bill of Sale and the APA, the terms, provisions and conditions of the APA shall govern.

6. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws.

7. **Counterparts.** This Bill of Sale may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement. Delivery of signatures by telecopy or electronic mail shall be effective as delivery of original counterparts of this Bill of Sale.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Bill of Sale as of the date first above-written.

ASSIGNOR:

DJ&M Co. LLC

By: _____

Name: _____

Title: _____

[Signature]
MEMORIAL

By: _____

Name: _____

Title: _____

ASSIGNEE:

SmartNest LLC

By: Dimensional Fund Advisers LP,
Managing Member

By: Dimensional Holdings Inc., its
General Partner

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Bill of Sale as of the date first above written.

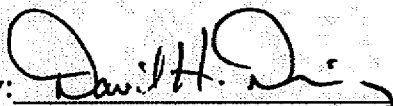
ASSIGNOR:

DJ&M Co. LLC

By: _____

Name:

Title:

By:  _____

Name:

Title:

ASSIGNEE:

SmartNest LLC

By: Dimensional Fund Advisers LP,
Managing Member

By: Dimensional Holdings Inc., its
General Partner

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Bill of Sale as of the date first above written.

ASSIGNOR:

DJ&M Co. LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

ASSIGNEE:

SmartNest LLC

By: Dimensional Fund Advisers LP,
Managing Member

By: Dimensional Holdings Inc., its
General Partner

By: 
Name: Catherine L. Newell
Title: Vice President and Secretary

SCHEDULE A

DESIGNATED ASSET LIST

- Capitalized software, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.
- SmartNest shared drive files/folders and email/personal records (also includes consumer and plan sponsor surveys) and all other documents, correspondence, data and records related to the Designated Assets or the SmartNest and Smartincome businesses, and documents, correspondence data and records related to the Existing Contracts, Intellectual Property Assets or Governmental Authorizations.

Assigned Contracts:

- Services Agreement dated July 30, 2004 between Integrated Finance Limited and SEC Ventures, LLC.
- All rights of Seller under Confidential Information and Invention Assignment Agreements between Integrated Finance Limited and the software developers identified on Schedule B to the APA.

• IT EQUIPMENT (INCLUDING ALL NECESSARY CABLES FOR CONTINUED OPERATIONS OF EQUIPMENT):

<u>Item</u>	<u>Count</u>
Dell Precision Workstation 380	1
Dell Precision Workstation 670	29
Dell Optiplex GX620	1
Dell Optiplex GX270 (or 260)	10
Thinkpad T61 2GHz, 1gb ram	1
Broadband Access Card	1
Catalyst 2960G Gigabit network switch	1
Netgear ProSafe 100 Mbps network switch	1
Monitors	26
Keyboards	20
Mice	17
Power Strips	11

- Intellectual property: All patents and patent applications (including all provisionals, continuations, divisions, continuations-in-part and all other related applications), inventions, know-how, trademarks, copyrights and other intellectual property associated

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with SmartNest and SmartIncome and all registrations or applications for registration therefor, together with all goodwill associated therewith, including the following:

<u>Patent</u>	<u>Summary</u>
11/531,989	IFL/003 – Process Patent
11/531,978	IFL/004 – Graphic Interface
11/966,169	IFL/010 – Financial Engine
PCT/US2007/089224	IFL/010 PCT – European Filing for Financial Engine

<u>Logos/Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. No.</u>
Smart Savings An Ifl Service & Design	US	78674731	3231357
Smart Savings An Ifl Service & Design	CTM*	6311526	6311526
Smartincome & Design	US	78717485	3415807
Smartincome	US	77300975	- - -
Smart Nest & Design	US	78478342	3115168
Smartnest	US	78478356	3330681
Smart Nest & Design	CTM*	6311369	6311369
Smartnest	CTM*	6309215	6309215
Smartincome	UK	2484496	2484496

*Community Trade Mark (valid throughout the European Community)