

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
InFlow LLP		06/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunGard Availability Services LP		
<b>Street Address:</b>	680 E. Swedesford Road		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2484640	MONITORFLOW	
Registration Number:	2307106	INFLOW	
Registration Number:	2600036	INFLOWNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)994-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	glenn.gundersen@dechert.com		
<b>Correspondent Name:</b>	Glenn A. Gundersen		
<b>Address Line 1:</b>	2929 Arch Street		
<b>Address Line 2:</b>	Dechert LLP c/o Cira Centre		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19104-2808		
<b>NAME OF SUBMITTER:</b>	James J. Johnston		
<b>Signature:</b>	/James J. Johnston/		

CH \$90.00 2484640

Date:

01/09/2006

**Total Attachments: 4**

source=inflowsaslp#page1.tif

source=inflowsaslp#page2.tif

source=inflowsaslp#page3.tif

source=inflowsaslp#page4.tif

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Agreement") is entered into as of 11:58 p.m. EDT (the "Effective Time") on June 30, 2005 between InFlow LLC, a Delaware limited liability company ("InFlow"), and SunGard Availability Services LP, a Pennsylvania limited partnership ("SASLP" and, together with InFlow, the "Parties").

WHEREAS, SASLP is an indirect, wholly-owned subsidiary of SunGard Data Systems Inc. ("SDS");

WHEREAS, SunGard SAS Holdings Inc., a Delaware corporation and indirect, wholly-owned subsidiary of SDS, purchased Inflow Group, Inc., the direct parent of InFlow, in February of 2005;

WHEREAS, both SASLP and InFlow primarily provide information availability services to their customers, and SDS desires to combine the operations of SASLP and InFlow in order to provide better service to its customers and simplify its own internal systems;

WHEREAS, in order to effect this combination, the board of managers of InFlow has resolved to transfer, contribute and assign (the "Contribution") the Assets (as defined below) to SASLP;

WHEREAS, the sole member of InFlow has resolved to approve the Contribution; and

WHEREAS, SASLP has resolved to accept the Contribution.

NOW, THEREFORE, in consideration of the premises, and subject to the terms and conditions herein contained, the Parties agree as follows:

1. Contribution of Assets.

a. Description of Assets. Subject to the terms and conditions set forth in this Agreement, InFlow does hereby contribute, convey, assign, transfer and deliver unto SASLP, and SASLP accepts, all of the assets and properties of InFlow, of whatever kind and character, tangible and intangible, known and unknown, and wherever located, including without limitation, all equipment, fixtures, general intangibles, instruments, computer software, registered intellectual property rights, accounts receivable, accounting books and records, goodwill and going concern value, and all cash and non-cash products and proceeds thereof (collectively, the "Assets"), but excluding, however, the Excluded Assets (as defined below).

b. Excluded Assets. The Assets contributed, conveyed, assigned, transferred and delivered pursuant to this Agreement shall not include (i) InFlow's 99% (ninety-nine percent) membership interest in SASLP as a limited partner, which InFlow holds as a result of the June 30, 2005 merger of SunGard Partner LLC, a Delaware limited liability company, into InFlow, (ii) InFlow's Certificate of Authority to Provide Telecommunications Service in Oregon and Classification as a Competitive Provider, Order Number 01-144, entered on January 30, 2001,

(iii) InFlow's Certificate of Authority to Provide Resold Local Exchange and Local Niche Service (Commission Docket No. P-5893/NA-00-395; Service Date - September 7, 2000) issued by the Minnesota Public Utilities Commission and (iv) Inflow's certificates of public convenience and necessity issued by the North Carolina Utilities Commission authorizing InFlow to provide intrastate interexchange resale services (Docket No. P-979, Sub 0; November, 16, 2001) and local exchange access and exchange access services as a competitive local provider (No. P-979, Sub 1; June 28, 2001). The foregoing assets are collectively referred to as the "Excluded Assets."

2. Assumed Liabilities. SASLP hereby assumes all of InFlow's duties, obligations and responsibilities with respect to any and all debts, liabilities and obligations, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, relating to the Assets, including without limitation, all taxes related to the Assets. The conveyance and assumption described in this Section 2 is intended to comply with the requirements for nonrecognition of gain or loss under Section 351 of the Internal Revenue Code of 1986, as amended.

3. Treatment of InFlow Employees. The Parties agree that, as of the Effective Time, the employees of InFlow immediately prior to the Effective Time shall become employees of SASLP, and that the payment of compensation for the services of such employees shall be recorded under the federal employer identification number of SASLP for taxation purposes, including with respect to payments, withholdings and other matters under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act. The Parties agree that because they are each an indirect, wholly-owned subsidiary of SDS, the consummation of the Contribution shall not be treated by either Party as effecting a termination of any InFlow employee's employment as in effect at or immediately prior to the Effective Time that would cause there to be incurred by either Party an obligation by either Party to such employees upon any such termination of employment.

3. Further Assurances. The Parties agree to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do or cause to be done such further acts and things, including, without limitation, the execution of such additional assignments, agreements, documents and instruments, that may be necessary or as the other Party hereto may at any time and from time to time reasonably request in connection with this Agreement to carry out more effectively the provisions and purposes of, or to better assure and confirm unto such other Party its rights and remedies under, this Agreement.

4. Parties in Interest. This Agreement will bind and will inure to the benefit of the respective Parties and their assigns, transferees and successors.

5. No Third-Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to grant or confer any right to enforce this Agreement to any person other than the Parties hereto.

6. Governing Law. This Agreement will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to

any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

*[The remainder of this page is intentionally left blank. Signatures follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SUNGARD AVAILABILITY SERVICES LP

By: *Michael J. Ruane*  
Name: Michael J. Ruane  
Title: Assistant Vice President

INFLOW LLC

By: *Michael J. Ruane*  
Name: Michael J. Ruane  
Title: Assistant Vice President