

02-08-2001



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1.19.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
1/31/00

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002232 FRAME: 0097

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/556,434"/>	<input type="text" value="75/763,442"/>	<input type="text"/>	<input type="text" value="1,558,987"/>	<input type="text" value="1,995,432"/>	<input type="text"/>
<input type="text" value="75/557,944"/>	<input type="text" value="75/802,095"/>	<input type="text"/>	<input type="text" value="1,556,796"/>	<input type="text" value="2,121,191"/>	<input type="text"/>
<input type="text" value="75/761,546"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,257,423"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Julia M. Chester

Name of Person Signing



Signature

October 19, 2000

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of January 31, 2000, is entered into by and between KPMG LLP, a Delaware limited liability partnership ("KPMG"), and KPMG Consulting, LLC, a Delaware limited liability company ("LLC"), as follows:

WHEREAS KPMG, LLC and KPMG Consulting, Inc., a Delaware corporation, entered into a Separation Agreement dated as of December 29, 1999 (the "Separation Agreement"); and

WHEREAS KPMG agreed in the Separation Agreement to transfer certain intellectual property to LLC as described herein, and LLC agreed to accept such intellectual property.

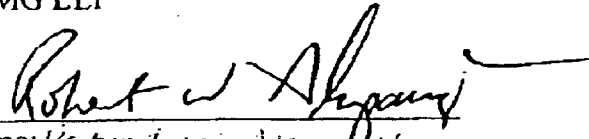
NOW, THEREFORE, KPMG and LLC hereby confirm, affirm and agree as follows:

1. KPMG hereby conveys, assigns, transfers, contributes and sets over to LLC, and LLC hereby accepts and receives, all of the right, title and interest of KPMG or of any corporation, partnership, limited liability company, or other entity, a majority of the outstanding voting power of which is owned directly or indirectly by KPMG ("Subsidiaries"), in and to all Intellectual Property Rights (as defined below) of the Consulting Business (as defined in the Division of Services Agreement between the parties hereto), excluding any Excluded Assets described in Section 3.2 of the Separation Agreement.
2. "Intellectual Property Rights" means all United States and foreign copyrights, copyright registrations and applications therefor, nonpatented inventions, discoveries, processes, formulations, trade secrets and associated rights, know-how, technical data, all patent applications and issued patents, including continuations, continuations-in-part, divisionals, reissues, and extensions thereof, and trade names, trademarks, service marks, service names, any registrations for any of the foregoing, and any applications for such registration.
3. Except as otherwise provided herein, KPMG transfers all of the right, title and interest of KPMG and its Subsidiaries in, to and under all Intellectual Property Rights used primarily in the Consulting Business, including the Intellectual Property Rights set forth below:
 - (i) the unregistered copyrights and copyright registrations and applications therefor set forth on Schedule 3.1(f)(ii) to the Separation Agreement;
 - (ii) the trade names, trademarks, service marks, service names and slogans, any registrations thereof, and any applications for registration thereof set forth on Schedule 3.1(f)(iii) to the Separation Agreement, and the goodwill associated with each of the foregoing; and
 - (iii) all templates, methodologies and proprietary software set forth on Schedule 3.1(f)(iv) to the Separation Agreement.
- 3.5 The rights transferred hereunder (the "Consulting Assigned Intellectual Property") shall include:
 - (A) the right to sue for infringement or misappropriation of the Consulting Assigned Intellectual Property which infringement or misappropriation occurred either before or after the date hereof and to continue in the name of KPMG any pending actions involving claims of infringement or misappropriation of the Consulting Assigned Intellectual Property and to retain any recoveries from any of the foregoing; provided, however, that to the extent that such recoveries relate to infringement or misappropriation of both Intellectual Property Rights retained by KPMG and any

Consulting Assigned Intellectual Property, such recoveries shall be apportioned between KPMG and LLC, pro rata, based on the costs and expenses incurred by each Party in obtaining such recoveries, until each Party is reimbursed for all such costs and expenses, and, if the recoveries exceed such costs and expenses, such excess shall be apportioned between KPMG and LLC, pro rata, based on the relative damages, profits or other amounts suffered by each Party; and (B) all permits, grants, contracts, agreements and licenses running to or from KPMG or its Subsidiaries relating to the Consulting Assigned Intellectual Property.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives as of the date first above written.

KPMG LLP

By: 
Name: Robert W. Alspach
Title: Director, Chairman

KPMG CONSULTING, LLC

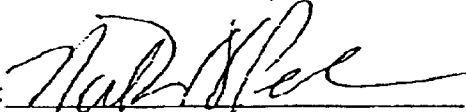
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives as of the date first above written.

KPMG LLP

By: _____
Name:
Title:

KPMG CONSULTING, LLC

By: 
Name: Mike H. Beck
Title: Executive Vice President,
Secretary and
Chief Financial Officer

SCHEDULE 3.1 (f) (iii)
Trade Names, Trademarks

Description of Intellectual Property (Methodologies)	Trade Name	Trademarks	Service Marks	Service names	Slogans
			Enterprise IQ (EIQ) Enterprise Knowledge Center (EKC) (pending as of 12/99) Internet Integrator (pending as of 12/99)		
		Metrius Webvibe Studio Versa SFCG Barents Customer2Enterprise C2E E2E Enterprise2Enterprise Business Process Solutions Mobile Solution for Banking Nolan, Norton & Co. and Design Nolan, Norton & Co. FAMIS			