

07-16-2001



To the Honorable Commissione

shed original documents or copy thereof.

101777369  
7-10-01

1. Name of conveying party(ies):  
Epylon Corporation,  
f/k/a Epylon.com Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Nolype Acquisition Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 100 S. Wacker Drive  
City: Chicago State: IL Zip: 60606

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership JUL 10 2001  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: June 15, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/903,922

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Emilia F. Cannella, Esq.  
Internal Address: Bingham Dana LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 150 Federal Street  
\_\_\_\_\_  
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
500927

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Emilia F. Cannella      [Signature]      7/9/01  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 7

07/16/2001 09:19:00 00000014 73903922  
01 FC:481 40.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## TRADEMARK ASSIGNMENT

This Trademark Assignment (*Assignment*) is executed as of June 15, 2001 by Epylon Corporation, f/k/a/ Epylon.com Corporation, a Delaware corporation, having a place of business at 645 Harrison Street, Suite 200, San Francisco, California 94107 (*Epylon*) and Nolyte Acquisition Corporation, a Delaware corporation, having a place of business at 100 S. Wacker Drive, Chicago, IL 60606 (*Accenture*).

### Background

Epylon has adopted and used and is using the trademarks identified on Exhibit A (*Marks*), and is the owner of the registrations and pending registrations and applications for registration for such Marks in the United States Patent and Trademark Office and various countries identified on said Exhibit A (*Applications and Registrations*). Epylon desires to assign the Marks and the Applications and Registrations to Accenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Epylon agrees as follows:

#### **1. ASSIGNMENT.**

**1.1 Assignment of Marks.** Epylon does hereby assign, sell and transfer unto Accenture all right, title and interest in and to the Marks, together with: (a) the Applications and Registrations, (b) the goodwill of the business symbolized by and associated with the Marks and the Applications and Registrations, and (c) the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Applications and Registrations or such associated goodwill, together with that portion of Epylon's business in connection with which it has a bona fide intent to use the Marks.

#### **2. MISCELLANEOUS.**

**2.1 Further Assurances.** Epylon covenants and agrees that, subsequent to the execution and delivery of this Assignment and without any additional consideration, it will, at Accenture's expense, execute and deliver any further legal instruments and perform any acts which are or may become reasonably necessary to effectuate the purposes of this Assignment, including, without limitation, the execution of any documents of assignment as reasonably requested by Accenture.

**2.2 Notices.** All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, as follows:

If to Epylon, to:

Epylon Corporation (to be known after the Closing as "Procurement Holding Corp.")

645 Harrison Street, Suite 200

San Francisco, CA 94107

Attention: Timothy Blanton

With a copy to:

Cooley Godward LLP

One Maritime Plaza, 20<sup>th</sup> Floor

San Francisco, CA 94111-3580

Attention: Deborah Marshall, Esq.

If to Accenture, to:

Nolype Acquisition Corporation

c/o Accenture LLP

100 S. Wacker Drive

Chicago, IL 60606

Attention: General Counsel

With a copy to:

Bingham Dana LLP

150 Federal Street

Boston, Massachusetts 02110

Attention: Wayne D. Bennett, Esq.

Any such notice shall be effective (a) if delivered personally, when received, (b) if sent by overnight courier, when receipted for, (c) if mailed, three (3) days after being mailed as described above, and (d) if sent by written telecommunication, when dispatched.

**2.3. Entire Agreement.** This Assignment contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

**2.4. Governing Law.** The validity and construction of this Assignment shall be governed by the internal laws (and not the conflicts rules) of the State of California.

**2.5. Sections and Section Headings.** The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.


**2.6. Severability.** In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Assignment and shall in

no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

**2.7. Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

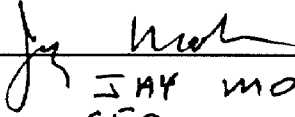
*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Epylon, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 15<sup>th</sup> day of June, 2001.

By:   
Name: STEPHEN J GEORGE  
Title: CEO

The foregoing assignment of said Marks and Applications and Registrations therefor by Epylon to Accenture is hereby accepted as of the 15<sup>th</sup> day of June, 2001.

NOLYPE ACQUISITION CORPORATION

By:   
Name: JAY MOHR  
Title: CEO

STATE OF California )

ss.

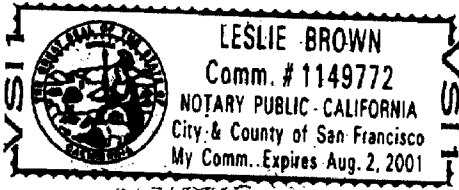
\_\_\_\_\_) )  
COUNTY OF San Francisco

On this the 15 day of June, 2001, before me appeared Stephen J. George, the person who signed this instrument, who acknowledged that (s)he is the CEO of Epylon Corporation and that (s)he signed such instrument as a free act on behalf of Epylon Corporation.

Leslie Brown

Notary Public

[Seal]



My commission expires: August 2, 2001

**EXHIBIT A**

<u>Trademark</u>	<u>App/Reg. No.</u>	<u>Country</u>	<u>Filed</u>	<u>Status</u>
EPYLON	75/903,922	U.S.	1/27/00	Approved by Examining Attorney for publication for opposition. Publication date not yet set.
EPYLON	2,299,122	Argentina	7/28/00	pending
EPYLON	844243	Australia	7/27/00	published 3/8/01
EPYLON	823020460	Brazil	7/27/00	published 2/28/01; republished 4/24/01
EPYLON	1,069,036	Canada	7/26/00	pending
EPYLON	504,996	Chile	10/19/00	pending
EPYLON	2000111703	China	7/27/00	office action response filed 12/15/00
EPYLON	001795798	European Community	7/27/00	office action response filed 12/26/00
EPYLON	30056004.4	Germany	7/27/00	office action response filed 3/13/01
EPYLON	16852/2000	Hong Kong	7/27/00	office action response due 7/3/01
EPYLON	2000-83068	Japan	7/27/00	office action response due 7/2/01
EPYLON	438750	Mexico	7/27/00	registration fees paid 5/25/01
EPYLON	619750	New Zealand	7/27/00	office action response due 8/2/01
EPYLON	2000 08659	Norway	7/27/00	office action response due 6/27/01
EPYLON	8940/2000	Switzerland	7/27/00	office action issued 1/26/01; office action response due 7/30/01
EPYLON	89043213	Taiwan	7/27/00	pending
EPYLON	2240750	United Kingdom	7/27/00	registered 3/9/01; renewal due 7/27/10