

02-01-2002



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NYUonline, Inc.

1/14/02

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

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

2. Name and address of receiving party(ies)

Name: Accenture Global Services GmbH

Internal Address: Industrieplatz 3, Postfach 527

Street Address: 8212 Neuhausen 1

City: Switzerland State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-~~State~~ Switzerland
- 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: December 28, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/201,787

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sarah J. Moskowitz, 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.

Sarah J. Moskowitz  
Name of Person Signing

Sarah J. Moskowitz  
Signature

1/14/02  
Date

9

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

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

TRADEMARK  
REEL: 002435 FRAME: 0125

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: Accenture Global Services GmbH

Trademark: IAUTHOR

Application No.: 76/201,787

Application Date: January 30, 2001

1-1408

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

To: Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Assignee, Accenture Global Services GmbH, hereby designates Accenture LLP, an Illinois limited liability partnership, with a business address at 1661 Page Mill Road, Palo Alto, California 94304, as Assignee's domestic representative upon whom all notices or process may be served in connection with the attached trademark assignment.

**ACCENTURE GLOBAL SERVICES GMBH**

By: N. James Shachoy  
N. James Shachoy and as attorney in fact  
For M. Staehelin  
Director

Dated: January 9, 2002

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is executed as of December 28, 2001 by and between (i) NYUonline, Inc., a New York corporation, having a place of business at 594 Broadway, Suite 400, New York, NY 10012 ("NYUonline") and (ii) Accenture Global Services GmbH, a company limited by shares and incorporated and existing under the laws of Switzerland ("AGS"), having a place of business at Industriepplatz 3, Postfach 527, 8212 Neuhausen 1, Switzerland.

### Background

NYUonline has adopted, used and is using the trademark identified on Exhibit A ("Mark"), and is the owner of the pending application for registration for such Mark in the United States Patent and Trademark Office identified on said Exhibit A ("Application"). AGS desires to acquire the Mark and the Application and NYUonline desires to assign the Mark and the Application to AGS.

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

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

**1.1 Assignment of Marks.** NYUonline does hereby assign, sell and transfer unto AGS all right, title and interest in and to the Mark, together with: (a) the Application, (b) that portion of NYUonline's business in connection with which it has used the Mark, and the goodwill of the business symbolized by and associated with the Mark and the Application, 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 Mark or the Application or such associated goodwill.

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

**2.1 Further Assurances.** NYUonline covenants and agrees that, subsequent to the execution and delivery of this Assignment and without any additional consideration, it will, at AGS'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 AGS.

**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 NYUonline, to:

NYUonline, Inc.  
594 Broadway, Suite 400  
New York, NY 10012  
Attention: Gordon Macomber

With a copy to:

Hogan & Hartson L.L.P.  
885 Third Avenue  
New York, NY 10022  
Attention: Andrew J. Trubin, Esq.

If to AGS, to:

Accenture Global Services GmbH  
Industrieplatz 3  
Postfach 527  
8212 Neuhausen 1  
Switzerland

With copies to:

Accenture LLP  
1661 Page Mill Road  
Palo Alto, CA 94304  
Attention: General Counsel

and:

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 New York.

**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]*

**EXHIBIT A**

<b><u>Trademark</u></b>	<b><u>App/Reg. No.</u></b>	<b><u>Country</u></b>	<b><u>Filed</u></b>	<b><u>Status</u></b>
IAUTHOR	76/201787	U.S.	1/30/01	Pending

IN WITNESS WHEREOF, NYUonline, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 28th day of December, 2001.

NYUONLINE, INC.

By:   
Name: Gordon Macomber  
Title: President and Chief Executive Officer

The foregoing assignment of said Mark and Application therefor by NYUonline to AGS is hereby accepted as of the \_\_\_ day of December, 2001.

ACCENTURE GLOBAL SERVICES GMBH

By: \_\_\_\_\_  
N. James Shachoy  
Director

STATE OF New York )  
 )  
COUNTY OF New York )

SS.

On this the 28<sup>th</sup> day of December, 2001, before me appeared GORDON Macomber, the person who signed this instrument, who acknowledged that ~~(s)~~he is the President & CEO of NYUonline, Inc. and that ~~(s)~~he signed such instrument as a free act on behalf of NYUonline, Inc.

Mary Phipps  
Notary Public

[Seal]

MARY PHIPPS  
Notary Public, State of New York  
No. 01PH5020260  
Qualified in Bronx County  
Commission Expires Nov 15, 2003

My commission expires:



IN WITNESS WHEREOF, NYUonline, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of December, 2001.

NYUONLINE, INC.

By: \_\_\_\_\_  
Name:  
Title:

The foregoing assignment of said Mark and Application therefor by NYUonline to AGS is hereby accepted as of the 28 day of December, 2001.

ACCENTURE GLOBAL SERVICES GMBH

By: *M. Shachoy*  
N. James Shachoy and as attorney in fact  
for M. Staehelin  
Director