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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab setting

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
KPMG LLP 4-2-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 31, 2000

2. Name and address of receiving party(ies)
 Name: KPMG Consulting, Inc.
 Internal Address: _____
 Street Address: 1676 International Drive
 City: McLean State: VA Zip: 22102

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/802,095

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: Carl C. Butzer
 Internal Address: _____
Jackson Walker L.L.P.
 Street Address: 901 Main Street, Suite 6000
 City: Dallas State: TX Zip: 75202

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: _____

(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 Tuchler 3/28/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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

3116885

TRADEMARK
 REEL: 002481 FRAME: 0401

04/11/2002 LINDSEY 0000022 7582095 40.00 IP
 01 FT:481

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: Robert W. [Signature]
Name: Robert W. [Signature]
Title: Secretary/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: Robert W. Almgren
Name: Robert W. Almgren
Title: Director, Finance

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: *[Signature]*
Name: *Victor H. Pecik*
Title: *Executive Vice President,
Secretary and
Chief Financial Officer*

SCHEDULE 3.1 (e)
Technical and Business Materials

Platform	Rapid ROI (R²i) Products	Release
PeopleSoft	<ul style="list-style-type: none"> • Financials • HR • Payroll • Order Management 	<ul style="list-style-type: none"> • Rel 1.1 • Rel 1.1 • Rel 1.1 • Rel 1.1
Oracle	<ul style="list-style-type: none"> • Business Intelligence • Financials • Planning Management (WCF) • HR • Order Management • Sales • Service • Discrete Manufacturing • E-procurement • Advanced Planning (SCM) 	<ul style="list-style-type: none"> • Rel 2.2 • Rel 2.2 • Rel 2.2 • Rel 2.2 • Rel 2.2 • Rel 1.0 In Progress • Rel 2.2 • Rel 2.2 • Rel 1.0 In Progress • Planned
SAP	<ul style="list-style-type: none"> • Financials • HR • Order Management • Discrete Manufacturing • Process Manufacturing • E-Procurement • Advanced Planning 	<ul style="list-style-type: none"> • Rel 1.1 • Rel 1.1 • Rel 1.1 • Rel 1.1 • Rel 1.1 • Rel 1.0 In Progress • Rel 1.0 In Progress
Ariba	<ul style="list-style-type: none"> • E-Procurement 	<ul style="list-style-type: none"> • Rel 1.0 In Progress
Hyperion	<ul style="list-style-type: none"> • Planning Management (WCF) 	<ul style="list-style-type: none"> • Rel 1.0 In Progress
ID Edwards	<ul style="list-style-type: none"> • Financials • Order Management 	<ul style="list-style-type: none"> • Rel 1.0 In Progress • Rel 1.0 In Progress
Siebel	<ul style="list-style-type: none"> • Sales • Service 	<ul style="list-style-type: none"> • Planned
i2 Technology	<ul style="list-style-type: none"> • Advanced Planning 	<ul style="list-style-type: none"> • Rel 1.0 In Progress
Matrix/One	<ul style="list-style-type: none"> • Product Value Management 	<ul style="list-style-type: none"> • Rel 1.0 In Progress

SCHEDULE 3.1 (f) (i)

Patents

Description of Intellectual Property

Patents Patent
Application Invention
Records

NONE

SCHEDULE 3.1 (f) (ii)
Copyrights

Description of Intellectual Property	Unregistered Copyrights	Copyright Registrations	Applications
Rapid Return on Investment (R2i) - KPMG's rapid implementation methodology	R2i and logo		
Traction Electronic Commerce: transforming business through strategic use of Internet technologies		XX	
Performance Series. Performance Brochures and inserts		XX	
Systems development using Goldrun training course: level 1, 1988		XX	

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

Description of Intellectual Property (Methodologies)	Trade Name	Trademarks	Service Marks	Service names	Slogans
World-Class Finance World Class Human Resources World Class Information Technology Supply Chain Management Customer Management	WCF WCHR WCIT SCM CM			Revenue Cycle Redesign	
Strategic Value Management Model Core Management Organization Supply Chain Management	SVMM CMO o2o				
Knowledge Management Online, self-service knowledge management assessment tool	KM		Enterprise IQ (EIQ) Enterprise Knowledge Center (EKC) (pending as of 12/99)		
Knowledge management intranet portal solution					
Rapid Return on Investment (1) "R squared i"	R ² i		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			

(1) This will be phased out in favor of Rapid ROI, or a yet determined alternative.

SCHEDULE 3.1 (f) (iv)

Software

Description of Intellectual Property	Methodologies
<i>KPMG Consulting maintains intellectual property rights for the multiple methodologies that have been developed to guide and direct the delivery of solutions and consulting services.</i>	

Strategy and Operations:

- Business Performance Improvement (BPI)
- Business Transformation
- Issues Consulting Approach
- Change Consulting Solutions
- Leading Change Approach
- Customer Management
 - Call Center
 - Sales Force Automation
- Program Management
- Project Management
- Supply Chain Management
 - Electronic Commerce
 - Global Supply Chain Management (GSCM)
 - Macro Supply Chain Diagnostic
 - World Class Purchasing
- World Class Finance (WCF)
 - Financial Transaction Planning
 - Performance Management
 - Shared Services
 - Finance Process Benchmarking
- World Class Human Resources (WCHR)
 - Performance Commitment
 - Service Delivery Model (SDM)
- Knowledge Management

Integrated Vendor Solutions

- Package Selection
- Fast-track Package Selection
- Package Implementation (SIIPS)
 - Technology-driven package implementation - Baan
 - Technology-driven package implementation - generic
 - Technology-driven package implementation - Oracle
 - Technology-driven package implementation - Peoplesoft
 - Technology-driven package implementation - SAP
 - Package-driven reengineering - Baan
 - Package-driven reengineering - generic

SCHEDULE 3.1 (f) (iv)

Software

Description of Intellectual Property

Methodologies

KPMG Consulting maintains intellectual property rights for the multiple methodologies that have been developed to guide and direct the delivery of solutions and consulting services.

- Package-driven reengineering - Oracle
- Package-driven reengineering - Peoplesoft
- Package-driven reengineering - SAP
- Industry-model package implementation - Baan
- Industry-model package implementation - generic
- Industry-model package implementation - Peoplesoft
- Industry-model package implementation - SAP

R2i

- Oracle Apps ERP
- Oracle Apps Financials
- Peoplesoft
- SAP

Service Provider

- Internet operator support system (OSS), Business support system (BSS) and Network infrastructure solutions related to global communications market

EMA (Cisco)

Solution Integration

- Data Warehousing (MIKE)
- Enterprise Network Management
- Enterprise Technology Architecture
- World Class Information Technology - IT Strategy
- World Class Information Technology - Outsourcing
- World Class Information Technology - IT Benchmarking
- Object-Oriented Systems Integration and Implementation Guidelines Year 2000
- Solution Planning Guide
- iCommerce Solution Package
- Workforce Solution Package
- r2i Solution Package
- Readiness review
- IT Transition
- Supply Chain
- Service Provider Solution Package
- e-Commerce
- Cisco Education/Cisco Solutions
- e-Engineering

SCHEDULE 3.1 (f) (iv)

Software

Description of Intellectual Property

Methodologies

KPMG Consulting maintains intellectual property rights for the multiple methodologies that have been developed to guide and direct the delivery of solutions and consulting services.

- e-Procurement
- e2e supply chain
- Workforce Optimization
- Internet commerce
- one-to-one marketing
- e-Contact centers