

08-15-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): 8.13.02 Andersen Worldwide SC (formerly known as Arthur Andersen & Co.)

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Swiss Societe Cooperative

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

2. Name and address of receiving party(ies) Name: Pricewaterhousecoopers LLP Internal Address: Street Address: 1177 Avenue of the Americas City: New York State: NY Zip: 10036

- 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

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

Execution Date: 08/02/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)

2078361

Additional number(s) attached Yes No

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

Name: Kendall I. Thiessen

Internal Address:

Street Address: Gibson, Dunn & Crutcher LLP 1801 California St., Suite 4100

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$

- Enclosed Authorized to be charged to deposit account for any deficiency in fees

8. Deposit account number: 50-0792

(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.

Kendall I. Thiessen

Name of Person Signing

Signature

Signature

August 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

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

Encl: Check No. 43839 Postcard Receipt

Atty Ref: 13015-00908

TRADEMARK REEL: 002563 FRAME: 0012

## Assignment of Trademark

WHEREAS, ANDERSEN WORLDWIDE SC, A SWISS SOCIÉTÉ COOPÉRATIVE (formerly known as ARTHUR ANDERSEN & CO., SOCIÉTÉ COOPÉRATIVE), having an address of Route de Pre-Bois 29, 1215 Geneva 15, Switzerland (hereinafter "Assignor") is the owner of the mark "Global Best Practices", which is registered in the U.S. (U.S. Reg. No. 2078361) (hereinafter the "Mark"); and

WHEREAS, PRICEWATERHOUSECOOPERS LLP, a Delaware limited liability corporation, having an address of 1177 Avenue of the Americas, New York, NY 10036 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Mark, together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof; and

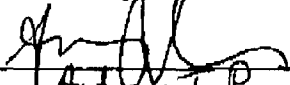
WHEREAS, Assignee and Assignor have entered into an agreement whereby Assignee will purchase certain assets from Assignor, including the Mark (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Mark including any governmental registrations (or applications thereof) throughout the world together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof except as otherwise provided in the Purchase Agreement.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other acts, the Assignee may reasonably require, at Assignee's sole cost and expense, in order to vest all Assignor's rights, title, and interest in and to said Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

ANDERSEN WORLDWIDE SC, a Swiss Société  
Coopérative, formerly known as Arthur Andersen &  
Co., Société Coopérative

By:   
Name: Andrew J. Pinney  
Title: General Counsel  
Date: 2 August 2002


PRICEWATERHOUSECOOPERS LLP

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

ANDERSEN WORLDWIDE SC, a Swiss Société  
Coopérative, formerly known as Arthur Andersen &  
Co., Société Coopérative

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

PRICEWATERHOUSECOOPERS LLP

By:  \_\_\_\_\_  
Name: STEVEN A. EINSTEIN  
Title: PARTNER  
Date: August 2, 2002