

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Rubicon Consulting Group International, Inc.		08/06/1999	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	PricewaterhouseCoopers LLP
Composed Of:	COMPOSED OF Erica Baird, Charles Gerdts, Ellenore O'Hanrahan, Alan Fox, Wendy Kornreich, Rodman Benedict, Margaret Enloe, Daniel Noakes, Michael Willis, and Keith Wishon, among others
Street Address:	1177 Avenue of the Americas
Internal Address:	Office of the General Counsel
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	limited liability partnership: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2141918	DIALOG SYSTEMS
Registration Number:	1657592	THE ACCELERATED TRANSITION
Registration Number:	1659089	PROFILE-LINK

CORRESPONDENCE DATA	
Fax Number:	(813)637-7742
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	646-471-1158
Email:	joseph.cilluffo@us.pwc.com
Correspondent Name:	PricewaterhouseCoopers LLP
Address Line 1:	1177 Avenue of the Americas
Address Line 2:	Office of the General Counsel
Address Line 4:	New York, NEW YORK 10036

CH \$90.00 2141918

NAME OF SUBMITTER:

Joseph A. Cilluffo

Total Attachments: 3

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ASSIGNMENT

WHEREAS, The Rubicon Consulting Group International, Inc. ("Assignor"), a corporation organized under the laws of the State of California, represents and warrants that it owns, has adopted, used, and is using, the marks set forth in the attached schedule A (hereinafter the "Marks"); and

WHEREAS, Assignor desires to assign and transfer any and all right, title and interest that it has in, to and under the Marks, all applications, registrations and common law rights therein, and any and all goodwill associated therewith, to PricewaterhouseCoopers, LLP, ("Assignee"), a Limited Liability Partnership organized under the laws of the State of Delaware; and

WHEREAS, Assignee, desires to acquire any and all right, title and interest that Assignor, has in, to and/or under the Marks, all applications, registrations and common law rights therein, and any and all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and/or the Marks, all applications, registrations and common law rights therefor and therein, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereof, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks and any other rights assigned to Assignee under this Assignment.

Assignor hereby agrees to execute, acknowledge and deliver any and all documents as may be reasonably necessary or desired by Assignee to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in, to and/or under the Marks, and any and all goodwill associated therewith, that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, and/or any variation thereof.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.



TRADEMARK

REEL: 002912 FRAME: 0080

ASSIGNOR:

THE RUBICON CONSULTING GROUP, INC.

8-6-99
Date

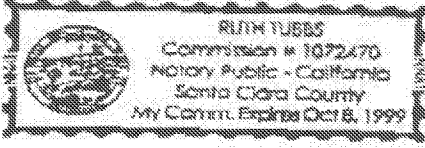
By: [Signature]
Title: President

State of California)
County of San Diego) SS

On this 6th day of August, 1999, before me, a Notary Public in and for the City of San Diego, in the State of California, personally appeared Michael F. Spurr, to me known to be the President of The Rubicon Consulting Group, Inc., and being duly sworn, avowed that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

[Signature]
Notary

Public
My commission expires: 10-2-99



[Signature]

SCHEDULE A

1. Mark: THE ACCELERATED TRANSITION
U.S. Registration No. 1,657,592
2. Mark: PROFILE LINK
U.S. Registration No. 1,659,089
3. Mark: DIALOG SYSTEMS
U.S. Registration No. 2,141,918
4. Mark: VALUE LINK
5. Mark: VALUE DRIVER ANALYSIS
6. Mark: PRIORITY LINK
7. Mark: TIMEBANK
8. Mark: ORGANIZATION LINK
9. Mark: STYLE LINK
10. Mark: REWARD LINK
11. Mark: VALUE CREATION INCENTIVE PLAN
12. Mark: COMMUNICATION LINK

