TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PricewaterhouseCoopers LLP		109/15/2006	Limited Liability Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	LEDES Oversight Committee	
Street Address:	333 South Grand Avenue	
Internal Address:	Suite 3813	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90071	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2336134	LEDES

CORRESPONDENCE DATA

Fax Number: (310)282-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: dgrace@loeb.com

Correspondent Name: David W. Grace c/o Loeb & Loeb LLP

Address Line 1: 10100 Santa Monica Boulevard

Address Line 2: Suite 2200

Address Line 4: Los Angeles, CALIFORNIA 90067-4120

ATTORNEY DOCKET NUMBER:	930172-00001
NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/

TRADEMARK

900058220 **REEL: 003392 FRAME: 0562**

Date:	09/18/2006
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

TRADEMARK REEL: 003392 FRAME: 0563

"AS IS" TRADEMARK ASSIGNMENT

WHEREAS, PricewaterhouseCoopers LLP ("Assignor") owns United States Registration No. 2,336,134 (the "Registration") of the mark LEDES (the "Mark") for "financial management consulting services, namely, providing a standard data structure enabling the electronic transmission of legal invoice data between law firms, corporate law departments and their clients, and providing electronic billing consulting services" (the "Services");

WHEREAS, Assignor has ceased using the Mark;

WHEREAS, the LEDES Oversight Committee ("Assignee") has used the Mark with permission from Assignor;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, whatever rights, title and interest in and to the Mark and Registration Assignor may have, according to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby transfers, sells, assigns, and conveys unto Assignee whatever rights it may have in the Mark, including any common law rights therein and the Registration therefore, together with the goodwill that the Mark represents, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof. In addition, Assignor hereby transfers, sells, assigns and conveys unto Assignee any copyrights related to any electronic data exchange formats previously promulgated by the Ledes Oversight Committee.
- 2. "AS IS": Disclaimer. Assignee acknowledges and agrees that Assignor has ceased using the Mark and Assignor makes no representations or warranties regarding the Mark, the Registration, the validity or enforceability of either, or any rights that Assignor may have therein or thereto. THIS ASSIGNMENT IS MADE "AS IS," AND ANY USE OF THE MARK BY ASSIGNEE SHALL BE AT ITS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR AND ITS PARTNERS, PRINCIPALS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MARK AND REGISTRATION, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, AND NON-INFRINGEMENT. THIS AGREEMENT IS NOT A SALE, ASSIGNMENT OR OTHER TRANSFER OF ANY BUSINESS OF ASSIGNOR.
- 3. <u>Limitation of Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PWC NOR ANY OF ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, EMPLOYEES, AFFILIATES, BUSINESS ASSOCIATES, LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANYDIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT

TRADEMARK REEL: 003392 FRAME: 0564 LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, GOODWILL, WORK STOPPAGE, INFRINGEMENT, OR OTHER INTANGIBLE LOSSES OR COMMERCIAL DAMAGES, EVEN IF ANY OF SUCH PARTIES IS ADVISED OF THE POSSIBILITY OF SUCH LOSSES, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE MARK OR REGISTRATION, THE USE OF OR INABILITY TO USE THE SAME, OR ANY OTHER SUBJECT MATTER HEREOF. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PWCNOR ANY OF ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, EMPLOYEES, AFFILIATES, BUSINESS ASSOCIATES, LICENSORS OR SUPPLIERS WILL BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY ASSIGNEE WHICH ARISES OUT OF OR IN CONNECTION WITH THE MARK OR REGISTRATION OR ANY OTHER SUBJECT MATTER HEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PWC, ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, EMPLOYEES, AFFILIATES, BUSINESS ASSOCIATES, LICENSORS AND SUPPLIERS UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED FIVE HUNDRED U.S. DOLLARS (\$500).

4. <u>Basis of the Bargain</u>. Assignee acknowledges and agrees that the limitations set forth in Sections 2 and 3 of this Agreement represent the fair allocation of risk between the parties and are an essential basis of the bargain.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date last signed below.

RECORDED: 09/18/2006

PRICEWAZERHOUSECOOPERS LLP	THE LEDES OVERSIGHT COMMITTEE
By: Clif & Min	By: Jana Bennitt
Name: DAVID E. BAULIN	Name: Jane A. Bennitt
Title: PARTNER	Title: Tresident Letes Oversight Comm
Date: 9/18/06	Date: 9/15/06

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