

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
George Group Consulting, L.P.		08/31/2007	Limited Liability Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Accenture Global Services GmbH
Street Address:	Herrenacker 15
City:	8200 Schaffhausen
State/Country:	SWITZERLAND
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1889165	GEORGE GROUP
Registration Number:	1951986	GEORGE GROUP
Registration Number:	2615050	GEORGE GROUP
Registration Number:	1831933	RAPID CYCLE
Registration Number:	2223852	G
Registration Number:	2710211	SUPPLY CHAIN ACCELERATOR
Registration Number:	2805923	VIRTUAL COACH
Serial Number:	76631609	FAST INNOVATION
Serial Number:	76631608	FASTGATE
Serial Number:	76308347	LEAN SIX SIGMA

CORRESPONDENCE DATA

Fax Number: (312)698-2064
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-8617

CH \$265.00 1889165

Email: leslie.a.bertagnolli@bakernet.com
Correspondent Name: Leslie Bertagnolli
Address Line 1: 130 E. Randolph Drive, Suite 3500
Address Line 2: One Prudential Plaza
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 072256

DOMESTIC REPRESENTATIVE

Name: Leslie Bertagnolli
Address Line 1: 130 E. Randolph Drive, Suite 3500
Address Line 2: One Prudential Plaza
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Leslie Bertagnolli

Signature: /Leslie Bertagnolli/

Date: 02/02/2008

Total Attachments: 11

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GENERAL DEED OF ASSIGNMENT
of Intellectual Property Rights
relating to the Business of
George Group Consulting, L.P.

George Group Consulting, L.P.
One Galleria Tower
13355 Noel Road, Suite 1600
Dallas, TX 75240, USA

(hereafter referred to as "Assignor")

and

Accenture Global Services GmbH
Herrenacker 15
8200 Schaffhausen, Switzerland

(hereafter referred to as "Assignee")

WHEREAS

Accenture LLP (an Affiliate of Assignee) and Accenture National Security Services, LLC (a wholly-owned subsidiary of Accenture LLP and an Affiliate of Assignee), together, acquired all of the outstanding equity interests in Assignor, effective August 31, 2007 (the "Acquisition");

WHEREAS

As a result of the Acquisition, Assignor is the sole owner of Intellectual Property Rights (as hereinafter defined) relating to the business of George Group Consulting, L.P. and has the sole right of disposal;

WHEREAS

Assignor is willing to assign and the Assignee wishes to acquire the Intellectual Property Rights for the consideration and upon the terms set out in this Deed.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

- 1.1 In consideration of the sum of Adjusted Purchase Price (as hereinafter defined) payable according to Schedule 4, the Assignor hereby sells, assigns, transfers and conveys with effect from the Effective Date (in accordance with Schedule 3) and for the world wide territory to the Assignee:

- all the property, right, title and interest in the intellectual property rights vested in the Assignor in accordance with Schedule 1 ("Intellectual Property Rights"), free and clear of all liens and encumbrances other than those disclosed in Schedule 1; and
 - all rights of the Assignor to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the Effective Date or occurs on or after the Effective Date.
- 1.2 To the extent that applicable law prevents the assignment of Intellectual Property Rights or parts thereof, this deed shall be construed as an irrevocable and perpetual exclusive license to Assignee to use, copy, modify and sublicense to any third party the respective Intellectual Property Rights or the unassignable parts thereof.
- 1.3 Notwithstanding the foregoing, this assignment shall not constitute an assignment or attempted assignment of any agreement (or part thereof) if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of Assignor or Assignee, unless and until such consent has been granted. Assignor and Assignee covenant and agree that in any such case the beneficial interest in and to any such agreements (or the relevant part thereof) shall in any event pass hereby to Assignee. Assignor further covenants and agrees (i) to hold and hereby declare that they hold any and all such agreements (or the relevant part thereof) in trust for the benefit of Assignee, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with Assignee in any assignment or other reasonable arrangement designed to provide for Assignee the benefits of and under any such agreement.
- 1.4 Any consideration due from one Party to the other under this Agreement shall be exclusive of any transaction tax (including Value Added Tax or such other similar tax) and that such tax shall be payable in addition at the appropriate rate. Where the obligation to pay such tax is placed upon the recipient of such a supply, the recipient shall take all the appropriate steps and account for such tax on the relevant due date. Where the Assignee is responsible for accounting for VAT, Swiss VAT, at the applicable rate, will be paid by Assignee in addition to the Consideration and accounted for to the Swiss Tax authorities in accordance with the Swiss Tax rules. Other transaction taxes, including sales & use taxes, stamp duty and other similar taxes and duties, shall be the responsibility of the party stipulated by applicable law.
- 1.5 The Adjusted Purchase Price in Schedule 4 includes all the payments owed by Assignee to Assignor related to the Intellectual Property Rights.

2. WARRANTIES

The Assignor warrants, represents and undertakes to the Assignee that:



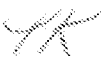
- 2.1 The Assignor is the beneficial owner with full title guarantee of the Intellectual Property Rights and has the unrestricted right to use and assign the same, free and clear of all liens and encumbrances other than those disclosed in Schedule 1;
- 2.2 To the best of the Assignor's knowledge, information and belief, no third party has any rights in or claims upon any of the Intellectual Property Rights;
- 2.3 The Assignor is entitled to sell and transfer its right, title and interest in and to the Intellectual Property Rights to the Assignee on the terms set out in this Agreement;
- 2.4 The Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or assigned, or granted, or agreed to grant any option or right of pre-emption in respect of, or offered for sale, its right title or interest in any of Intellectual Property Rights;
- 2.5 All licenses and alliances which entitle others to use the Intellectual Property Rights are listed in Schedule 2. All other obligations of Assignor (if any) relating to the Intellectual Property Rights are listed in Schedule 2. Assignee only assumes this obligations if this expressly provided for in Schedule 2.

3. DISCLOSURE OF INFORMATION

- 3.1 The Assignor shall observe (and shall ensure that its officers and employees shall observe) strict confidence in relation to the Intellectual Property Rights and shall not use the same and shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any of them, except as necessary to meet its obligations towards its licensees, third parties or under applicable laws or following binding court rulings. If Assignor intends to disclose Intellectual Property Rights or portions thereof as specified herein, it shall notify Assignee of this intention before disclosure.
- 3.2 This restriction shall continue to apply after the execution of this Deed without limit of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Assignor or any such officer or employee.
- 3.3 Subsequent to the transfer of the Intellectual Property Rights to Assignee, Assignor shall not have the right to in any way make use of the Intellectual Property Rights except as may be set forth in the three global agreements signed between Accenture and Accenture Global Services GmbH on October 8, 2001, namely (1) the "Entity Intellectual Property License", (2) the "Intellectual Property Services Agreement", and (3) "AGS Intellectual Property License" as they may be amended from time to time thereafter.

4. MORAL RIGHTS

The Assignor hereby waives any right to be identified as the author of the Intellectual Property Rights and any right to object to derogatory treatment of the Intellectual Property Rights and confirms that all moral rights in respect of them have been waived by all former owners of such rights.



5. FURTHER ASSISTANCE

- 5.1 The Assignor further covenants that it will execute all documents, papers, forms and authorizations and depose to or swear all declarations and oaths and do all such things as the Assignee may reasonably require to secure for the Assignee the full benefit of the rights assigned under this Agreement.
- 5.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to fulfill its obligations towards third parties under this Agreement.

6. NOTICES

Unless otherwise agreed, all notices, instructions and other communications to be given to a party under this Agreement shall be given to the electronic mail address (confirmed if requested) or facsimile number (confirmed if requested) and to the individual or department nominated by the relevant party and notified to the other party from time to time. Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

8. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.

9. APPLICABLE LAW AND ARBITRATION

- 9.1 This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of Switzerland
- 9.2 Nothing in this Agreement shall override a mandatory law of a particular country which the laws of that country prescribe must apply in a particular situation notwithstanding the choice of Swiss law to govern this Agreement.
- 9.3 Any disputes arising under or on connection with this Agreement shall be referred to and finally determined by arbitration in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce in force at the time when the arbitration is initiated. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitra-

tion shall be Zurich, Switzerland. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be binding on the parties and may be enforced by the prevailing Party in any court of competent jurisdiction.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed by their respective authorised officers as of the Effective Date.

George Group Consulting, L.P.

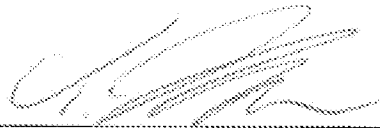
Represented by its general partner:
Accenture National Security Services,
LLC

Name: Eric Stange, President

Location: 11951 Freedom Drive
Reston, VA 20190

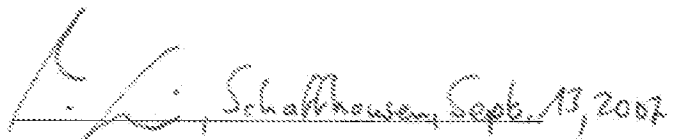
Accenture Global Services GmbH

Represented by



Name: Thomas Kretschmer
Intellectual Property Counsel

Location: Herrenacker 15
8200 Schaffhausen



Name: Michael Gorecki
Finance Director

Location: Herrenacker 15
8200 Schaffhausen

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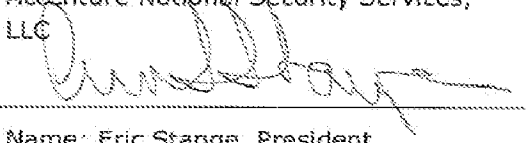
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Represented by its general partner:

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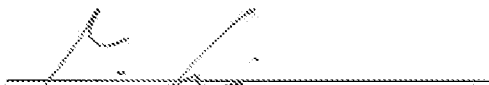


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Name: Thomas Kretschmer
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8200 Schaffhausen



Name: Michael Gorecki
Finance Director

Location: Herrenacker 15
8200 Schaffhausen

SCHEDULE 1

Intellectual Property Rights:

All intellectual and industrial property rights owned or used by the Assignor or which is reasonably required to carry on its business, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, plant breeder varieties rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefore, in each case in any part of the world;

Intellectual Property Rights include the following registrations and applications:

Asset	Asset Component (including embedded shareware)	Protection (e.g. patents, trade marks, business names) including registration or application number
Method and Apparatus for Improving Manufacturing Processes	Manufacturing Process	U.S. Patent No. 5,195,041
Method and Apparatus for Improving Manufacturing Processes	Manufacturing Process	U.S. Patent No. 5,351,195
Method for Determining and Eliminating the Drivers of Non-Value Added Cost Due to Product Complexity and Process Parameters	Computer Software	U.S. Patent No. 6,993,492 B2
Method for Determining and Eliminating the Drivers of Non-Value Added Cost	Computer Software	European Patent Application No. 04 755 010.8 (France, Germany, United Kingdom)
Superior Microeconomic Returns of Process Improvement vs. Pioneering Innovation: An Information Theoretic Proof	Manufacturing Process	Provisional Patent Application No. 60/819,138 (U.S.)
Application of Lean to	Manufacturing Process	Provisional Patent Applica-

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Transactional Processes		tion No. 60/919,105 (U.S.)
Process for Reduction of the Entropy of the Factory	Manufacturing Process	Provisional Patent Application No. 60/919,289 (U.S.)
System and Method for Reducing Complexity in Products and Services	Manufacturing Process	U.S. Patent Application No. 11/449482 (Application No.) 20070116215 (Publication No.)
Lean Six Sigma	Printed Publication	U.S. Copyright No. TX-5-562-699
Lean Six Sigma for Service	Printed Publication	U.S. Copyright No. TX-5-815-357
The Lean Six Sigma Pocket Toolbook	Printed Publication	U.S. Copyright No. TX-6-087-959
Compete.PRG	Computer Software	U.S. Copyright No. TXu-333-940
"GEORGE GROUP"	Computer Software	Trademark U.S. Reg. No. 1,889,165
"GEORGE GROUP"	Consulting Services	Trademark U.S. Reg. No. 1,951,986
"GEORGE GROUP"	Consulting Services	Trademark U.S. Reg. No. 2,615,050
"RAPID CYCLE"	Computer Software	Trademark U.S. Reg. No. 1,831,933
"RAPID CYCLE TIMES"	Newsletters	Trademark U.S. Reg. No. 1,834,607
"G" (stylized logo)	Consulting Services	Trademark U.S. Reg. No. 2,223,852
"SUPPLY CHAIN ACCELERATION"	Computer Software	Trademark U.S. Reg. No. 2,710,211
"VIRTUAL COACH"	Computer Software	Trademark U.S. Reg. No. 2,805,923
"IT'S ABOUT VALUE. IT'S ABOUT TIME."	Consulting Services	Cancelled Trademark U.S. Reg. No. 2,218,464

"TQM FOCUS"	Computer Software	Cancelled Trademark U.S. Reg. No. 1678058
"FAST INNOVATION"	Consulting Services	Trademark Application Application No. 76/631609
"FAST GATE"	Consulting Services	Trademark Application Application No. 76/631608
"LEAN SIX SIGMA"	Educational/Training Services	Trademark Application Application No. 76/308347
"ECEO AGENDA"	Computer Software	Abandoned Trademark U.S. App. No. 76/298229
"ETRACKER"	Computer Software	Abandoned Trademark U.S. App. No. 76/242186
"EPRACTICEPAKS"	Computer Software	Abandoned Trademark U.S. App. No. 76/242185
"SIGMA SUITE"	Computer Software	Abandoned Trademark U.S. App. No. 76/242183
"PRIME RADIANT"	Computer Software	Abandoned Trademark U.S. App. No. 76/112667
"BEVA"	Financial Consulting Services	Abandoned Trademark U.S. App. No. 75/124315
"SRP"	Computer Software	Abandoned Trademark U.S. App. No. 74/138624
"SCHEDULE REQUIREMENTS PLANNING"	Computer Software	Abandoned Trademark U.S. App. No. 74/138576
"FOCUSED CYCLE TIME"	Computer Software	Abandoned Trademark U.S. App. No. 74/126402

Liens and Encumbrances:

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SCHEDULE 2

Licenses

Name of Licensee

Date of Agreement

Alliances:

Name of Alliance Partner

Date of Agreement

Other Obligations of Assignor relating to the Intellectual Property Rights:

SCHEDULE 3

Effective Date

Effective Date: 1 September 2007

SCHEDULE 4

Payments

(a) Original Purchase Price

Subject to the true up mechanism set forth in subsection (b) below, the purchase price for the Intellectual Property Rights shall be US \$20,000,000 (Twenty Million Dollars) (hereinafter the "Original Purchase Price"). The Purchase Price is exclusive of VAT, if any.

The Assignee shall pay the Original Purchase Price within 10 days after the execution of the Agreement to an account indicated by the Assignor. The settlement of the Original Purchase Price shall occur in USD. The currency exchange rate at the date of settlement shall apply.

(b) Determination of the Adjusted Purchase Price

In order to validate or, as the case may require, adjust the Original Purchase Price to the market conditions, parties agree to the following true up mechanism:

Without delay after the execution and consummation of this Agreement, the Assignor and the Assignee will jointly mandate Duff & Phelps as the Appraiser to conduct an in-

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dependent valuation of the Acquired Assets. The Appraiser shall be instructed to issue a written report to the Assignor and the Assignee, within not less than 30 days after the date of the instruction. The report set forth the following:

- The Adjusted Purchase Price
- Valuation Methodology
- Further relevant factors

The costs of such valuation will be shared 50-50 between the Parties.

(c) Adjusted Purchase Price exceeds the Original Purchase Price

In the event the Adjusted Purchase Price exceeds the Original Purchase Price, the Assignee agrees to pay such amount which exceeds the Original Purchase Price (the "Surplus") to Assignor within 30 days of the issuance of the valuation report.

Assignee will pay any such Surplus to Assignor within 30 days after the Adjusted Purchase Price has been determined by the Appraiser.

(d) Adjusted Purchase Price below Original Purchase Price

In the event the Adjusted Purchase Price is below the Original Purchase Price, the Assignor agrees to reimburse to the Assignee such amount which is below the Original Purchase Price (the "Shortfall") within 30 days after the final portion of the Adjusted Purchase Price has been determined by the Appraiser.

(e) VAT

The Parties understand that no VAT will be payable on any consideration payable under this Agreement. However, if VAT should be payable on such considerations, the Parties assume that the payment of VAT on the transfer of the assets, which are subject to VAT, can be effected by using the notification procedure pursuant to Art. 47 para. 3 of the Swiss Federal Law on Value Added Taxes. The Parties shall use their reasonable best efforts to fulfill the VAT obligation using the notification procedure. VAT, if any, shall be borne by the Assignee and the Assignee agrees to reimburse the Assignor for any VAT paid as a result of the transfer. The Assignor and the Assignee shall jointly prepare Form 764. The Assignee undertakes to file the completed form with the Swiss tax authorities (VAT Department) within 30 days from the execution of this Agreement.