

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
Equaterra, Inc.		02/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KPMG International Cooperative
Street Address:	Laan van Langerhuize 1
Internal Address:	1186 DS
City:	Amstelveen
State/Country:	NETHERLANDS
Entity Type:	Swiss cooperative: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3565020	GOVERNANCE WORKPLACE
Registration Number:	3576617	EQUATERRA

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
 Address Line 1: Sidley Austin LLP
 Address Line 2: 717 N. Harwood St., Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 70863-13400

DOMESTIC REPRESENTATIVE

Name:

900184850

TRADEMARK
 REEL: 004485 FRAME: 0752

CH \$65.00 3565020

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	02/24/2011

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into as of 18, 2011, by and between EQUATERRA, INC., a Delaware corporation ("Assignor"), and the Netherlands branch of KPMG International Cooperative, a Swiss cooperative, with a place of business at Laan van Langerhuize 1, 1186 DS Amstelveen, The Netherlands (VAT number: NL006782310B01) ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to (i) that certain Purchase Agreement, entered into as of January 17, 2011, as amended by that certain Amendment No. 1 to the Purchase Agreement, dated as of February 18, 2011 (the "Purchase Agreement"), by and among KPMG LLP, a Delaware limited liability partnership ("KPMG US"), KPMG HOLDINGS LIMITED, a private limited company organized under the laws of England and Wales ("KPMG UK"), Assignor, EQUATERRA CANADA INC., a Canadian federal corporation, INSOURCE PARTNERS CORP., a Delaware corporation and EQUASIIS, LLC, a Delaware limited liability company, and (ii) that certain Assignment and Delegation Agreement (the "Assignment and Delegation Agreement", and, together with the Purchase Agreement, the "Agreements"), entered into as of February 18, 2011, by and among KPMG US, KPMG UK and Assignee, Assignor has assigned to Assignee all right, title and interest in substantially all the Intellectual Property used in the Business which is owned by the Sellers, including any and all trademarks listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreements, the Assignee has acquired all right, title and interest in and to, among other things, the Trademarks and the other Intellectual Property Acquired Assets (as defined in the Assignment and Delegation Agreement), and the Parties wish to record the acquisition of the Trademarks in the U.S. Patent and Trademark Office; and

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

1. Unless otherwise specified herein, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Pursuant to the Agreements, which are hereby incorporated by reference as if fully set forth herein, Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the Trademarks including all goodwill of any business associated and connected therewith or symbolized thereby, as well as all proceeds therefrom and the right to bring actions at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.
3. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use,

unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

4. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment is subject to all the terms and conditions of the Agreements. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreements, which govern the Parties' rights and interests in the Trademarks and the other Intellectual Property Acquired Assets.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

EQUATERRA, INC.

By: Mark Toon
Name: Mark Toon
Title: President + CEO

ASSIGNEE:

KPMG INTERNATIONAL COOPERATIVE

By: _____
Name:
Title:

Signature Page Trademark Assignment

STATE OF Texas)
) ss.
COUNTY OF Harris)

Before me, the undersigned authority, on this 16th day of February, 2011, personally appeared Mark Lee known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the assignor.

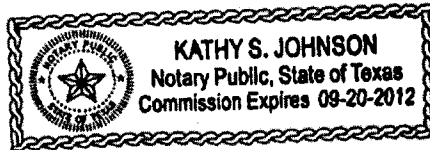
Notary Public

Kathy S. Johnson

(Signature of Notary)

Kathy S. Johnson

(Legibly Print or Stamp Name of Notary)



Signature Page Trademark Assignment

TRADEMARK
REEL: 004485 FRAME: 0757

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

EQUATERRA, INC.

By: _____
Name:
Title:

ASSIGNEE:

KPMG INTERNATIONAL COOPERATIVE

By: 
Name: TOM WETHERED
Title: AUTHORIZED SIGNATORY

**Schedule 1
Trademarks**

1. Trademark Registrations.

Trademark	Country	Appl. or Reg. Number	Owner	Expiration Date*
GOVERNANCE WORKPLACE	United States	Reg.: 3,565,020	EquaTerra, Inc.	1/20/2019
Goods Class for GOVERNANCE WORKPLACE: 09 - Software that manages ongoing relationships with service providers such as outsourcing service providers and shared service centers; monitors and evaluates performance, compliance, and issues; facilitates relationship assessment, realignment and action planning; provides repository of all contractual documentation; facilitates financial performance; and provides repository of issues and facilitates issue resolution				
EQUATERRA	United States	Reg.: 3,576,617	EquaTerra, Inc.	2/17/2019
Goods Class for EQUATERRA (U.S. registration): 09 - Computer software for use by companies in evaluating and managing internal Support functions and outsourced services, namely, in the areas of financial management, financial accounting, issue management, contract management, performance management, compliance management, information technology, procurement, administrative tasks, human resources, and relationship management 35 - Business consultation in the field of strategic, cross enterprise outsourcing, and shared service advice 42 - information technology consultation, computer software consultation: providing temporary use of online non-downloadable computer software for use by companies in evaluating and managing internal support functions and outsourced services, namely, in the areas of financial management, financial accounting, issue management, contract management, performance management, compliance management, information technology, procurement, administrative tasks, human resources, and relationship management				

*The date provided is the renewal date. A maintenance filing must be made between the 5th and 6th anniversary from the registration date.

2. Assumed and trading names under which Assignor is conducting business or has within the previous five years conducted business):

- 2.1 EquaTerra Sourcing Lifecycle Management Company.
- 2.2 EquaTerra Sourcing Management.

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