

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
Equasiis, LLC		02/18/2011	LIMITED LIABILITY COMPANY: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	76698055	EQUASIIS	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:			
Address Line 1:			

CH \$40.00 76698055

900184851

**TRADEMARK
 REEL: 004485 FRAME: 0761**

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 EQUASIIS, LLC, a Delaware limited liability company ("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 EQUATERRA INC., a Delaware corporation, 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 "Trademark"); and

WHEREAS, pursuant to the Agreements, the Assignee has acquired all right, title and interest in and to, among other things, the Trademark 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 Trademark in the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to the Agreements, the Assignee has become the successor of a portion of the Business to which the Trademark pertains and such Business is ongoing and existing; 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 Trademark 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 Trademark occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademark.
3. Notwithstanding anything to the contrary contained herein, the Trademark shall not include any trademark application that would be deemed invalidated, canceled or abandoned

due to the contribution, assignment and/or conveyance of the Trademark 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 Trademark 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:

EQUASIIS, LLC

By: Mark Toun
Name: MARK TOUN
Title: PRESIDENT

ASSIGNEE:

KPMG INTERNATIONAL COOPERATIVE

By: _____
Name:
Title:

STATE OF Texas)
) ss.
COUNTY OF Harris)

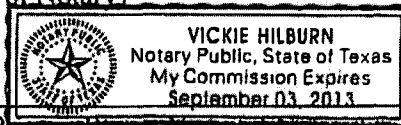
Before me, the undersigned authority, on this 18th day of February, 2011, personally appeared Mark Toon known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Company

Vickie Hilburn

Notary Public

Vickie Hilburn

(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Trademark Assignment Agreement (EquaSiis Marks)
Signature Page

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

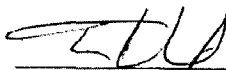
ASSIGNOR:

EQUASIS, LLC

By: _____
Name:
Title:

ASSIGNEE:

KPMG INTERNATIONAL COOPERATIVE

By: 
Name: TOM WETHERED
Title: AUTHORIZED SIGNATORY

**Schedule 1
Trademark**

Trademark	Country	Appl. or Reg. Number	Owner	Expiration Date*
EQUASIIS	United States	<u>Appl.:</u> <u>76/698055</u> <u>(pending)</u>	EquaSiis, LLC	N/A

Goods Class for EQUASIIS (U.S. registration):

09 - Software used for managing business relationships between outsourcing service buyers and outsourcing service providers, and between shared service users and shared service centers; software used for monitoring and evaluating performance, compliance, and business relationship issues between buyers and suppliers in the field of procurement and outsourcing services; software used to facilitate assessments, realignments and action planning in the field of procurement and outsourcing services; software used as a repository of all contractual documentation in the field of procurement and outsourcing services; software used to facilitate financial performance in the field of procurement and outsourcing services; software used as a repository of buyer-supplier relationship issues and facilitates issue resolution in the field of procurement and outsourcing services; software used to collect multiple sets of data to (1) facilitate collaboration on documents related to vendor assessment, vendor selection, and shared services establishment processes, namely, requests for information, request for proposals, compliance requirements, base cases, proposals and selection/evaluation criteria, to (2) facilitate collaboration on project related items, namely, project plans and tasks, issue logs, and calendars, and to (3) facilitate collaboration through the use of approval and review work flows, alerts, and the posting of news and announcements pertinent to the previously mentioned advisory services; computer software for use in project management in the field of procurement and out sourcing services; computer software for designing, creating, maintain and accessing customized internal network sites and global communication network sites; and software for designing, creating, maintaining and accessing document management, storage and retrieval systems; software for document authoring, storage and retrieval, version history tracking, profiling, access control, and security; software for automatically notifying users when documents have been updated; software for meeting and event scheduling and notification and for posting announcements on internal network sites and global communication network sites; software for posting links to internal network sites and global communication network sites in the field of procurement and outsourcing services; software for categorizing, searching and retrieving documents and data on internal computer networks

35 - Business consulting services in the fields of market data, best practices and custom research; business consulting in the fields of sales effectiveness, market strategy, service provider satisfaction and best practices; subscription information services, namely, providing procurement and sourcing information in the nature of research and periodic updates in the fields of market data, best practices, custom research, sales effectiveness, market strategy, service provider satisfaction and best practices multiple sets of data to (1) facilitate collaboration on documents related to vendor assessment, vendor selection, and shared services establishment processes, namely, requests for information, requests for proposals, compliance requirements, base cases, proposals and selection/evaluation criteria, to (2) facilitate collaboration on project related items such as project plans and tasks, issue logs, and calendars, and to (3) facilitate collaboration through the use of approval and review workflows, alerts, and the posting of news and announcements pertinent to the previously mentioned advisory services; computer software for use in project management in the field of procurement and outsourcing services; computer software for designing, creating, maintaining and accessing customized internal network sites and global communication network sites; and software for designing, creating, maintaining and accessing document management, storage and retrieval systems; software for document authoring, storage and retrieval, version history tracking, profiling, access control, and security; software for automatically notifying users when documents have been updated; software for meeting and event scheduling and notification and for posting announcements on internal network sites and global communication network sites; software for posting links to internal network sites and global communication network sites in the field of procurement and outsourcing services; software for categorizing, searching and retrieving documents and data on internal computer networks

35 - Business consulting services in the fields of market data, best practices and custom research; business consulting in the fields of sales effectiveness, market strategy, service provider satisfaction and best practices; subscription information services whereby the consumer receives (1) research in the fields of market data, best practices, custom research, sales effectiveness, market strategy, service provider satisfaction and best practices; or (2) periodic updates to a consulting deliverable in the field of market data, best practices, custom research, sales effectiveness, market strategy, service provider satisfaction and best practices