

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 11/15/2007 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-------------------------------|
| PricewaterhouseCoopers LLP | | 03/03/2011 | LIMITED PARTNERSHIP: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | PwC Product Sales LLC |
| Street Address: | 300 Madison Avenue |
| Internal Address: | 24th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 2876298 | TEAMRISK |
| Registration Number: | 3184191 | TEAMSCHEDULE |

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-321-4200
 Email: officeactions@brinkshofer.com
 Correspondent Name: Andrew J. Avsec
 Address Line 1: P. O. Box 10395
 Address Line 4: Chicago, ILLINOIS 60610

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 14027 |
| NAME OF SUBMITTER: | Andrew J. Avsec |

900185712

TRADEMARK
REEL: 004492 FRAME: 0041

CH \$65.00 2876298

| | |
|--|-------------------|
| Signature: | /Andrew J. Avsec/ |
| Date: | 03/07/2011 |
| Total Attachments: 2 source=Pricewaterhouse Nunc Pro Tunc Assignment#page1.tif source=Pricewaterhouse Nunc Pro Tunc Assignment#page2.tif | |

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), effective as of the 15th day of November 2007 is by and between PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("Assignor"), and PwC Product Sales LLC, a Delaware limited liability corporation ("Assignee").

RECITALS

WHEREAS, Prior to the November 15, 2007 effective date of this Assignment, Assignor owned and was using certain trade names, trademarks, service marks, and logos, namely, TEAMRISK and TEAMSCHEDULE in the United States of America, and was the owner of certain registrations thereof in the United States of America, namely, U.S. Trademark Registration No. 2,876,298 for TEAMRISK and U.S. Trademark Registration No. 3,184,191 for TEAMSCHEDULE (the "Marks") and

WHEREAS, Assignee desired to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein as of the effective date of this Assignment; and

WHEREAS, Assignor and Assignee would like to further memorialize the full and complete assignment of Assignor's rights and interests to Assignee;

NOW THEREFORE, the parties hereto agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has assigned, transferred, conveyed and contributed, and does hereby further assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments due after November 15, 2007 or hereafter due or payable in respect thereto, 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 said Marks.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary 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 and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, Assignor has caused this Assignment to be executed below, by its duly authorized officer. This is a nunc pro tunc Assignment Agreement signed on the date noted below, with an effective date of November 15, 2007.

PRICEWATERHOUSECOOPERS LLP

Date: March 3, 2011

By: 

Name: ELLENORE O'HANRAHAN

Title: PRINCIPAL AND CHIEF COMMERCIAL COUNSEL

PWC PRODUCT SALES LLC

Date: March 3, 2011

By: 

Name: ELLENORE O'HANRAHAN

Title: SECRETARY