

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
Vengroff, Williams & Associates, Inc.		10/29/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Capgemini Business Services USA LLC		
Street Address:	623 Fifth Avenue, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3707633	VWA	
Registration Number:	3707632	VWA	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3849		
Phone:	7043317546		
Email:	cindy.owens@klgates.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael A. Tobin		
Address Line 1:	P.O. Box 33144		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	6012626.00004		
NAME OF SUBMITTER:	Michael A. Tobin		

OP \$65.00 3707633

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**TRADEMARK
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Signature:	/Michael A. Tobin/
Date:	12/02/2011
Total Attachments: 4 source=VergroffCapgemini#page1.tif source=VergroffCapgemini#page2.tif source=VergroffCapgemini#page3.tif source=VergroffCapgemini#page4.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated effective as of October 31, 2011 (this "**Assignment**"), is entered into by Vengroff, Williams & Associates, Inc., a Florida corporation ("**Assignor**"), for the benefit of Capgemini Business Services USA LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Capgemini America, Inc., a New Jersey corporation and an affiliate of Assignee ("**Capgemini America**"), have entered into that certain Asset Purchase and Contribution Agreement dated July 13, 2011 (as amended, the "**Purchase Agreement**");

WHEREAS, Capgemini America and Assignee have entered into that certain Assignment of Purchase Rights (the "**Assignment of Purchase Rights**"), pursuant to which Capgemini America has assigned to Assignee its rights to acquire certain of the Purchased Assets, including the Assigned Trademarks (as defined below);

WHEREAS, pursuant to the terms of the Purchase Agreement and the Assignment of Purchase Rights, Assignor has agreed to sell, transfer, assign, and deliver, and Assignee has agreed to acquire all of Assignor's rights, title and interests in, to, and under the trademarks set forth in Exhibit A (the "**Assigned Trademarks**"); and

WHEREAS, any capitalized terms used but not defined herein will have the meanings given in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee and its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and any applications or registrations therefor in the United States and throughout the world. This Assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Assigned Trademarks.

Assignor further agrees that, should additional or further documentation of the assignments set forth herein be required for whatever reason, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

This Assignment will be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the state of New York applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed

will be deemed to be an original, but all of which taken together will constitute one and the same Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks effective as of the date first written above.

VENGROFF, WILLIAMS & ASSOCIATES, INC.

By: _____
Name: Robert G. Williams
Its: President

STATE OF Florida
COUNTY OF Sarasota

On this 25 day of Oct, 2011, before me, a Notary Public in and for said State, personally appeared Robert Williams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

CARMELA SCOTTI
Notary Public, State of Florida
My comm. exp. Apr. 5, 2013
Comm. No. DD 871810

Carmela Scotti
Notary Public

[Signature Page to Assignment of Trademarks - VWA]

TRADEMARK
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EXHIBIT A

ASSIGNED TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
VWA	77576407	September 23, 2008	3707633	November 10, 2009
VWA (stylized)	77576327	September 23, 2008	3707632	November 10, 2009