

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Thomson Reuters (Tax & Accounting) Inc.		02/01/2012
			Entity Type
			CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	KPMG LLP		
Street Address:	Office of General Counsel, 10th Floor		
Internal Address:	919 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2823113	TAX PARTNERS
CORRESPONDENCE DATA			
Fax Number:	(212)768-6800		
Phone:	(212)768-5367		
Email:	ian.farias@snrdenton.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:	Monica B. Richman		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	21604804-0009		
NAME OF SUBMITTER:	Monica B. Richman		
Signature:	/monica b. richman/		

OP \$40.00 2823113

Date:

02/14/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made and entered into as of February 1, 2012, by and between THOMSON REUTERS (TAX & ACCOUNTING) INC., a Texas corporation ("Assignor"), and KPMG LLP, a Delaware limited liability partnership ("Assignee") (together referred to herein as the "Parties").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of October 12, 2011, among Thomson Reuters (Tax & Services Accounting) Services Inc., a Delaware corporation ("TRTASI"), Assignor and Assignee (as amended from time to time, the "Asset Purchase Agreement"), Assignor has assigned all right, title and interest in the Purchased Intellectual Property (as defined by reference therein) throughout the world, including any and all trademarks and trademark applications listed on the attached Schedule 1 hereto, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement as amended, the Assignee has acquired all right, title and interest in and to the Purchased Intellectual Property, including the Trademarks, and the Parties wish to record, where applicable, such acquisition 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. Assignment. Pursuant to the Asset Purchase Agreement as amended, which is 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 an action 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.

2. Exclusions. 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.

3. Counterparts. 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.

4. For Recordation Purposes Only. This Trademark Assignment is subject to all the terms and conditions of the Asset Purchase Agreement as amended. 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 Asset Purchase Agreement as amended, which govern the Parties' rights and interests in the Purchased Intellectual Property.

[Remainder of this page intentionally left blank]

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

ASSIGNOR:

THOMSON REUTERS (TAX & ACCOUNTING) INC.

By: *Aina Lelis*
Name: *Aina Lelis*
Title: *Vice President & Assistant Secretary*

ASSIGNEE:

KPMG LLP

By: _____
Name:
Title:

*Assignment Agreement for Trademark Registration
Signature Page*

**TRADEMARK
REEL: 004717 FRAME: 0085**

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

ASSIGNOR:

THOMSON REUTERS (TAX & ACCOUNTING) INC.

By: _____

Name:

Title:

ASSIGNEE:

KPMG LLP

By: Steven J. Pierfe _____

Name: Steven J. Pierfe

Title: Principal

*Assignment Agreement for Trademark Registration
Signature Page*