

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	Entity Type
Ceteris, Inc.		10/09/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ceteris US, LLC		
Street Address:	604 N. Milwaukee, Suite 201		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3052589	CETERIS	
CORRESPONDENCE DATA			
Fax Number:	4152279419		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4152270555		
Email:	vsridharan@counsellp.com		
Correspondent Name:	Vivek Sridharan		
Address Line 1:	650 5th Street		
Address Line 2:	Suite 402		
Address Line 4:	San Francisco, CALIFORNIA 94107		
ATTORNEY DOCKET NUMBER:	CETERIS		
NAME OF SUBMITTER:	Vivek Sridharan		
Signature:	/Vivek Sridharan/		

Date:

10/09/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into by Ceteris, Inc., an Illinois corporation ("**Assignor**"), and Ceteris US, LLC, an Illinois limited liability company ("**Assignee**"), as of October 4, 2012.

RECITALS

WHEREAS, Assignor is the sole Class A Member of Assignee and holds all 1,539 outstanding Class A Units of Assignee;

WHEREAS, Assignor has agreed to sell its 1,539 Class A Units of Assignee to Duff & Phelps LLC ("**D&P**") as part of the pending acquisition of Assignee by D&P pursuant to the Ownership Interest Purchase Agreement negotiated by Assignor, D&P and the other parties to the Ownership Interest Purchase Agreement; and

WHEREAS, in connection with the acquisition of Assignee by D&P pursuant to the Ownership Interest Purchase Agreement, Assignor has agreed to assign and transfer to Assignee at the closing of the acquisition of Assignee by D&P all of the registered trademarks and pending trademark applications identified as the "**Ceteris Marks**" in the Ownership Interest Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, and Assignee accepts from Assignor, all of the Assignor's right, title and interest in and to, or arising under, the registered trademarks listed in Schedule A and the pending trademarks listed in Schedule B, and the goodwill associated with these marks, along with the right to recover for damages and profits for past and future infringements thereof (together with any registrations or applications therefor, the "**Acquired Assets**"), the Acquired Assets to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. The assignment and transfer of the Acquired Assets shall occur as of the date of this Agreement.

2. **Further Assurances.** Assignor, for itself and its successors and assigns hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignee, its successors and assigns, all and singular the Acquired Assets hereby sold, conveyed, assigned and delivered as Assignee, its successors and assigns, shall reasonably request.

3. **Ownership Interest Purchase Agreement.** The execution and delivery of this Agreement shall not be (or be deemed) a waiver or discharge of, or modification to or expansion

of, any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Ownership Interest Purchase Agreement, and such execution and delivery shall not be deemed a modification of any provision of the Ownership Interest Purchase Agreement in any respect.

4. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.


5. **Filing of Change of Ownership of Trademarks.** After the Closing of the acquisition of Assignee by D&P, Assignor will promptly apply with the United States Patent and Trademark office and, where required with other trademark offices, to record the transfer to Assignee ownership of the Registered Trademarks and Pending Trademarks listed in Schedule A and in Schedule B.

6. **Governing Law and Consent to Jurisdiction.** This Agreement shall be governed in accordance with the internal laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any other jurisdiction. Any action to enforce any term hereof shall be brought and maintained exclusively in the state or federal courts of Illinois, to whose jurisdiction the Assignor hereby expressly consents.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ASSIGNOR:

CETERIS, INC.

By: 

Title: President

ASSIGNEE:

CETERIS US, LLC

By: 

Title: President

Schedule A
Registered Trademarks

Country Trademark	Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
CETERIS	Argentina 35 Int.	22039	2364708 07-May-2010	Registered 07-May-2020
CETERIS	Australia 35 Int.	21656	1059494 30-Jan-2006	Registered 10-Jun-2015
CETERIS	Canada 35 Int.	21549	TMA651,647 25-Oct-2005	Registered 25-Oct-2020
CETERIS	European Community 35 Int.	21550	004 041 265 14-Dec-2005	Registered 22-Sep-2014
CETERIS	European Community 36 Int., 45 Int.	23294	009294927 09-Mar-2016	Registered 04-Aug-2020
CETERIS	France Class : 35 Int.	23293	08.3582493 13-Jun-2008	Registered 13-Jun-2018
CETERIS	Indonesia 35 Int.	23062	IDM000313969 02-Jul-2011	Registered 29-Jan-2020
CETERIS	Japan 35 Int.	21590	4900037 07-Oct-2005	Registered 07-Oct-2015

CETERIS	Mexico 35 Int.	21551	865985 27-Jan-2005	Registered 07-Oct-2014
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CETERIS	New Zealand 35 Int.	21657	730925 08-Jun-2005	Registered 08-Jun-2015
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Goods: Class : 35 Int.
CONSULTING SERVICES IN THE FIELDS OF GLOBAL TRANSFER PRICING, TAX VALUATION, AND QUANTITATIVE ANALYTICS.

CETERIS	Switzerland 35 Int.	21552	529669 01-Feb-2005	Registered 04-Oct-2014
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Goods: Class : 35 Int.
CONSULTING SERVICES IN THE FIELDS OF GLOBAL TRANSFER PRICING AND TAX VALUATION.

CETERIS	United States of America 35 Int.	21636	3,052,589 31-Jan-2006	Registered 31-Jan-2016
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Goods: Class : 35 Int.
Consulting services in the field of business acquisitions; economic determination of transfer pricing and asset valuation; and economic forecasting and analysis.

Schedule B
Pending Trademarks

Country Trademark	Application Class(es)	Case Number/Subcase	Status Number/Date	Publication Date
CETERIS	Brazil 35 Int.	22038	829133461 08-May-2007	Pending