

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accenture Global Services Limited		01/26/2016	CORPORATION: IRELAND

RECEIVING PARTY DATA

Name:	Accenture LLP
Street Address:	161 North Clark Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	LIMITED LIABILITY PARTNERSHIP: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2707647	NAVITAIRE
Registration Number:	3131933	NEW SKIES
Registration Number:	2858993	POWERED BY NAVITAIRE
Registration Number:	2771759	PRA SYSTEM
Registration Number:	3035424	SKYLEDGER
Registration Number:	3200398	SKYPAY
Registration Number:	3078917	SKYPRICE
Registration Number:	3915724	SKYSALES

CORRESPONDENCE DATA

Fax Number: 5132414771

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (513) 352-6527

Email: dawn.schneider@thompsonhine.com

Correspondent Name: Louis K. Ebling, Thompson Hine LLP

Address Line 1: 312 Walnut Street, Suite 1400

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Louis K. Ebling

TRADEMARK

900354476

REEL: 005733 FRAME: 0459

OP \$215.00 2707647

SIGNATURE:	/Louis K. Ebling/
DATE SIGNED:	02/17/2016
Total Attachments: 13 source=Accenture Global Services to Accenture LLP redacted assignment#page1.tif source=Accenture Global Services to Accenture LLP redacted assignment#page2.tif source=Accenture Global Services to Accenture LLP redacted assignment#page3.tif source=Accenture Global Services to Accenture LLP redacted assignment#page4.tif source=Accenture Global Services to Accenture LLP redacted assignment#page5.tif source=Accenture Global Services to Accenture LLP redacted assignment#page6.tif source=Accenture Global Services to Accenture LLP redacted assignment#page7.tif source=Accenture Global Services to Accenture LLP redacted assignment#page8.tif source=Accenture Global Services to Accenture LLP redacted assignment#page9.tif source=Accenture Global Services to Accenture LLP redacted assignment#page10.tif source=Accenture Global Services to Accenture LLP redacted assignment#page11.tif source=Accenture Global Services to Accenture LLP redacted assignment#page12.tif source=Accenture Global Services to Accenture LLP redacted assignment#page13.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is made and entered into as of January 26, 2016 (the "Effective Date") by Accenture Global Services Limited, with its registered office at 3 Grand Canal Plaza, Grand Canal Street Upper, Dublin 4, Ireland ("Assignor"), and Accenture LLP ("Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and certain other Persons are parties to that certain Amended and Restated Stock and Asset Purchase Agreement, dated January 5, 2016 (the "Purchase Agreement") whereby an Affiliate of Assignor has agreed to cause this IP Assignment to be executed immediately prior to the Closing; and

WHEREAS, Assignor desires to transfer, convey, assign and deliver to Assignee, and Assignee wishes to accept from Assignor, the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Each capitalized term used in this Agreement but not defined in this Agreement has the meaning given to such term in the Purchase Agreement.

2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Transferred IP, including (i) the Intellectual Property set forth on Appendix A attached hereto (ii) the goodwill symbolized thereby and, with regard to any trademarks included in the Transferred IP that are intent to use applications, the Parties acknowledge that the portion of Assignor's business in respect of which Assignor has a bona fide intent to use such marks is also being transferred pursuant and subject to the Purchase Agreement, and (iii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (A) apply for and maintain all registrations, renewals and/or extensions thereof, (B) bring actions and recover damages for past, present and future infringement or other violation thereof and (C) grant licenses or other interests therein.

3. Miscellaneous.

(a) This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, solely if such court declines jurisdiction, in any federal court located in the State of Delaware) any Action arising out of or relating to this IP Assignment, and hereby irrevocably agrees that all claims in respect of such Action may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Action. The Parties further agree, (i) to the extent permitted by Law, that final and nonappealable judgment

against any of them in any Action contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment and (ii) that service of process upon such Party in any such Action shall be effective if notice is given in accordance with Section 3(b), below. Each Party to this IP Assignment waives trial by jury in any Action brought by any of them against the other arising out of or in any way connected with this IP Assignment, or any other agreements executed in connection herewith or the administration thereof or any of the transactions contemplated herein or therein. No Party to this IP Assignment shall seek a jury trial in any Action based upon, or arising out of, this IP Assignment or any related instruments or the relationship between the Parties. No Party will seek to consolidate any such Action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. Each Party to this IP Assignment certifies that it has been induced to enter into this IP Assignment or instrument by, among other things, the mutual waivers and certifications set forth in this Section 3(a). No Party has in any way agreed with or represented to any other Party that the provisions of Section 3(a) will not be fully enforced in all instances.

(b) All notices and other communications to be given to Assignee or Assignor hereunder shall be sufficiently given for all purposes hereunder if in writing and upon delivery if delivered by hand, one (1) Business Day after being sent by email, four (4) Business Days after being sent by courier or overnight delivery service, seven (7) Business Days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when sent in the form of a facsimile and receipt confirmation is received, and shall be directed to the address or facsimile number set forth below (or at such other address or facsimile number as such either Assignee or Assignor shall designate for itself by like notice to the other party):

Accenture Global Services Limited
3 Grand Canal Plaza
Grand Canal Street Upper
Dublin 4, Ireland
Attention: Brian Connolly

with a copies via email (which shall not constitute notice) to:

Jeffrey J. Fridman
Email: jeffrey.j.fridman@accenture.com

Matthew B. Weinstein
Email: matthew.b.weinstein@accenture.com

Accenture LLP
161 North Clark Street
Chicago, IL 60601
Attention: Joel Unruch
Siobhan McCleary
Email: joel.unruch@accenture.com
siobhan.mccleary@accenture.com

with a copy by email (which shall not constitute notice) to:

Mindy Lok
Director - Legal, M&A IP and Strategic IP Transactions
Accenture LLP
mindy.lok@accenture.com

(c) This IP Assignment may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile shall be as effective as delivery of a manually executed counterpart of this IP Assignment.

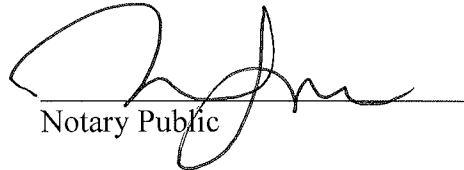
(d) The section and article headings contained in this IP Assignment are inserted for convenience of reference only and will not affect the meaning or interpretation of this IP Assignment.

(e) If any term, provision, covenant or restriction of this IP Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IP Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated 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 a determination, the Parties shall negotiate in good faith to modify this IP 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 fullest extent possible.

(f) Assignor and Assignee shall each be responsible for payment of its own taxes.

STATE OF New York)
) SS.
COUNTY OF New York

On this 25th day of January, 2016, there appeared before me Jed Linnich personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Accenture Global Services Limited.


Notary Public

NADIA N. LEE
Notary Public, State of New York
No. 01LE6307206
Qualified in New York County
Commission Expires June 30, 2018

Appendix A

U.S. PATENT APPLICATIONS AND PATENTS

Title	Jurisdiction	Applic. No. and Filing Date	Patent No. and Issue Date	Current Owner of Record
Automatic Preference-Based Waitlist and Clearance for Accommodations	US	13787561 3/6/2013		Accenture Global Services Limited
Binary Library	US	11844143 8/23/2007	8464228 6/11/2013	Accenture Global Services Limited
Caching Reservation Options	US	13840412 3/15/2013		Accenture Global Services Limited
Employee Transfer and Leave Optimization Processor	US	10/045,806 Jan 10, 2002	7249047 7/24/2007	Accenture Global Services Limited
Evaluating Customers	US	12948458 11/17/2010		Accenture Global Services Limited
External Device Interface Abstraction	US	14275621 5/12/2014		Accenture Global Services Limited
External Device Interface Abstraction	US	13330163 12/19/2011		Accenture Global Services Limited
Finding Best Seating Selections via Algorithmic Search	US	14331815 Jul 15, 2014		Accenture Global Services Limited
Finding Best Seating Selections via Algorithmic Search	US	13432570 Mar 28, 2012		Accenture Global Services Limited
Formatting Data	US	14531402 Nov 3, 2014		Accenture Global Services Limited
Formatting Data	US	13/013,406 Jan 25, 2011	8902455 12/2/2014	Accenture Global Services Limited
Generation of Travel Related Offerings	US	12477733 Jun 3, 2009		Accenture Global Services Limited
Improved Integrated Decision Support System for Optimizing the Training and Transition of Airline Pilots	US	10062099 Jan 31, 2002	7379887 5/27/2008	Accenture Global Services Limited
Integrated Decision Support System for Optimizing the Training and Transition of Airline Pilots	US	10/062,099 Jan 31, 2002	7379887 5/27/2008	Accenture Global Services Limited

Integrated Decision Support System for Optimizing the Training and Transition of Airline Pilots	US	10/054,343 11/13/2001	7346528 3/18/2008	Accenture Global Services Limited
Minimize Downtime with Immediate Upgrade of Data in Databases	US	14287864 May 27, 2014		Accenture Global Services Limited
Minimize downtime with immediate upgrade of data in databases	US	13154603 Jun 7, 2011	8775477 7/8/2014	Accenture Global Services Limited
Minimize Downtime with Immediate Upgrade of Data in Databases	US	14278602 May 15, 2014		Accenture Global Services Limited
Passenger Check-In Finalization	US	14071838 Nov 5, 2013		Accenture Global Services Limited
Passenger Check-In Finalization	US	12550784 Aug 31, 2009	8645172 2/4/2014	Accenture Global Services Limited
Personalized Travel Experience With Social Media Integration	US	13216937 Aug 24, 2011		Accenture Global Services Limited
Processing Data Using Rules Based Engine	US	13224587 Sep 2, 2011		Accenture Global Services Limited
Providing Package Products	US	12968430 Dec 15, 2010		Accenture Global Services Limited
Rapid Generation of Minimum Length Pilot Training Schedules	US	11/694,414 3/30/2007	8447646 5/21/2013	Accenture Global Services Limited
Rapid Generation of Minimum Length Pilot Training Schedules	US	10/045,522 Jan 11, 2002	7240018 7/3/2007	Accenture Global Services Limited
Real-Time Earned Revenue	US	13600895 Aug 31, 2012		Accenture Global Services Limited
Reservation Record Based Ticketing	US	12043055 3/5/2008		Accenture Global Services Limited
Revenue Integrity Manager	US	13282041 Oct 26, 2011		Accenture Global Services Limited
Searching Travel Records	US	12900625 Oct 8, 2010		Accenture Global Services Limited
Seat Routine Equipment Model	US	11849829 Sep 4, 2007	7908158 3/15/2011	Accenture Global Services Limited
Seat Routine Processes	US	11849821 Sep 4, 2007	8805710 8/12/2014	Accenture Global Services Limited

Seat Routine Processes	US	14315078 Jun 25, 2014		Accenture Global Services Limited
Selecting Accommodations on a Travel Conveyance	US	12051607 Mar 19, 2008	7849023 12/7/2010	Accenture Global Services Limited
Smart Parsing of Data	US	13562783 Jul 31, 2012		Accenture Global Services Limited
Transportation Boarding Graphical User Interface	US	29295926 Oct 10, 2007	D590408 4/14/2009	Accenture Global Services Limited
Travel Passenger Check-in	US	14212448 Mar 14, 2014		Accenture Global Services Limited
Travel Passenger Check-in	US	12550755 Aug 31, 2009	8706533 4/22/2014	Accenture Global Services Limited
Travel Reservations Using a Common Model	US	12872688 Aug 31, 2010		Accenture Global Services Limited
Travel Reward Accrual	US	12197777 Aug 25, 2008	8027873 9/27/2011	Accenture Global Services Limited
Travel Service Aggregator	US	12042973 Mar 5, 2007	7899692 3/1/2011	Accenture Global Services Limited

FOREIGN PATENT APPLICATIONS AND PATENTS

Title	Jurisdiction	Applic. No. and Filing Date	Patent No. and Issue Date	Current Owner of Record
Automatic Preference-Based Waitlist and Clearance for Accommodations	AU	2014201173 3/4/2014		Accenture Global Services Limited
Binary Library	AU	2008288798 8/22/2008	2008288798 10/3/2013	Accenture Global Services Limited
Caching Reservation Options	AU	2014201143 3/3/2014		Accenture Global Services Limited
External Device Interface Abstraction	AU	2012265610 12/19/2012	2012265610 11/6/2014	Accenture Global Services Limited
Finding Best Seating Selections via Algorithmic Search	AU	2013202018 Mar 26, 2013		Accenture Global Services Limited

Title	Jurisdiction	Applic. No. and Filing Date	Patent No. and Issue Date	Current Owner of Record
Formatting Data	AU	2012200340 Jan 20, 2012		Accenture Global Services Limited
Generation of Travel Related Offerings	AU	2009222527 Oct 1, 2009		Accenture Global Services Limited
Minimize Downtime with Immediate Upgrade of Data in Databases	AU	2012266382 Jun 7, 2012	2012266382 1/8/2015	Accenture Global Services Limited
Passenger Check-In Finalization	AU	20120206067 Jul 30, 2010	20120206067 12/4/2014	Accenture Global Services Limited
Personalized Travel Experience With Social Media Integration	AU	2012216415 Aug 24, 2012	2012216415 10/30/2014	Accenture Global Services Limited
Processing Data Using Rules Based Engine	AU	2012216562 Aug 31, 2012	2012216562 1/8/2015	Accenture Global Services Limited
Providing Package Products	AU	2011253858 Dec 6, 2011	2011253858 12/24/2013	Accenture Global Services Limited
Reservation Record Based Ticketing	AU	2013237733 3/5/2008		Accenture Global Services Limited
Revenue Integrity System	AU	2012203605 Jun 21, 2012		Accenture Global Services Limited
Searching Travel Records	AU	2011235928 Oct 10, 2011	2011235928 11/21/2013	Accenture Global Services Limited
Seat Routine Equipment Model	AU	2008207698 Sep 3, 2008	2008207698 5/2/2013	Accenture Global Services Limited
Seat Routine Processes	AU	2008207699 Sep 3, 2008	2008207699 6/6/2013	Accenture Global Services Limited
Selecting Accommodations on a Travel Conveyance	AU	2009201103 Mar 19, 2009	2009201103 2/9/2012	Accenture Global Services Limited
Smart Parsing of Data	AU	2013211481 Jul 31, 2013		Accenture Global Services Limited
Travel Passenger Check-in	AU	2010206068 Jul 30, 2010	2010206068 8/21/2014	Accenture Global Services Limited
Travel Reservations Using a Common Model	AU	2010286418 Aug 31, 2010	2010286418 9/5/2013	Accenture Global Services Limited

Title	Jurisdiction	Applic. No. and Filing Date	Patent No. and Issue Date	Current Owner of Record
Travel Reward Accrual	AU	2013221957 Aug 25, 2008		Accenture Global Services Limited
Travel Service Aggregator	AU	2008222813 Mar 5, 2008	2008222813 1/3/2013	Accenture Global Services Limited
Seat Routine Equipment Model	BR	PI08053979 Sep 4, 2008		Accenture Global Services Limited
Seat Routine Processes	BR	PI08050198 Sep 4, 2008		Accenture Global Services Limited
Automatic Preference-Based Waitlist and Clearance for Accommodations	CA	2833853 11/19/2013		Accenture Global Services Limited
Binary Library	CA	2696893 8/22/2008		Accenture Global Services Limited
Caching Reservation Options	CA	2842230 2/10/2014		Accenture Global Services Limited
Evaluating Customers	CA	2758392 11/14/2011		Accenture Global Services Limited
External Device Interface Abstraction	CA	2799242 12/19/2012		Accenture Global Services Limited
Finding Best Seating Selections via Algorithmic Search	CA	2810557 Mar 25, 2013		Accenture Global Services Limited
Formatting Data	CA	2764660 Jan 19, 2012		Accenture Global Services Limited
Generation of Travel Related Offerings	CA	2681290 Sep 30, 2009		Accenture Global Services Limited
Minimize Downtime with Immediate Upgrade of Data in Databases	CA	2832696 Jun 7, 2012		Accenture Global Services Limited
Passenger Check-In Finalization	CA	2711171 Jul 29, 2010		Accenture Global Services Limited
Personalized Travel Experience With Social Media Integration	CA	2787717 Aug 24, 2012		Accenture Global Services Limited
Processing Data Using Rules Based Engine	CA	2785701 Aug 9, 2012		Accenture Global Services Limited

Title	Jurisdiction	Applic. No. and Filing Date	Patent No. and Issue Date	Current Owner of Record
Providing Package Products	CA	2760350 Dec 1, 2011		Accenture Global Services Limited
Real-Time Earned Revenue	CA	2790902 Sep 25, 2012		Accenture Global Services Limited
Reservation Record Based Ticketing	CA	2680127 3/5/2008		Accenture Global Services Limited
Revenue Integrity System	CA	2779861 Jun 14, 2012		Accenture Global Services Limited
Searching Travel Records	CA	2754494 Oct 7, 2011		Accenture Global Services Limited
Seat Routine Equipment Model	CA	2639334 Sep 4, 2008	2639334 10/29/2013	Accenture Global Services Limited
Seat Routine Processes	CA	2639319 Sep 4, 2008		Accenture Global Services Limited
Selecting Accommodations on a Travel Conveyance	CA	2659053 Mar 18, 2009		Accenture Global Services Limited
Smart Parsing of Data	CA	2822149 Jul 26, 2013		Accenture Global Services Limited
Travel Passenger Check-in	CA	2711361 Jul 29, 2010		Accenture Global Services Limited
Travel Reservations Using a Common Model	CA	2772193 Aug 31, 2010		Accenture Global Services Limited
Travel Reward Accrual	CA	2696894 Aug 25, 2008		Accenture Global Services Limited
Travel Service Aggregator	CA	2679964 Mar 5, 2008		Accenture Global Services Limited
Binary Library	CN	2008801107028 8/22/2008	2008801107028 5/1/2013	Accenture Global Services Limited
Generation of Travel Related Offerings	CN	2009102468693 Sep 30, 2009		Accenture Global Services Limited
Providing Package Products	CN	2011104305221 Dec 14, 2011		Accenture Global Services Limited

Title	Jurisdiction	Applic. No. and Filing Date	Patent No. and Issue Date	Current Owner of Record
Automatic Preference-Based Waitlist and Clearance for Accommodations	EP	131938698 11/21/2013		Accenture Global Services Limited
Binary Library	EP	EP087985594 8/22/2008		Accenture Global Services Limited
Formatting Data	EP	EP 120004734 Jan 24, 2012		Accenture Global Services Limited
Passenger Check-In Finalization	EP	EP 100080027 Jul 30, 2010		Accenture Global Services Limited
Seat Routine Equipment Model	EP	EP 082529470 Sep 4, 2008		Accenture Global Services Limited
Smart Parsing of Data	EP	131785974 Jul 30, 2013		Accenture Global Services Limited
Passenger Check-In Finalization	IN	2152CHE2010 Jul 29, 2010		Accenture Global Services Limited
Travel Passenger Check-in	IN	2151CHE2010 Jul 29, 2010		Accenture Global Services Limited

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No. and Filing Date	Reg. No. and Reg. Date	Current Owner of Record
NAVITAIRE	US	76181465 12/15/2000	2707647 4/15/2003	ACCENTURE GLOBAL SERVICES LIMITED
NEW SKIES	US	78486973 9/21/2004	3131933 8/22/2006	ACCENTURE GLOBAL SERVICES LIMITED
POWERED BY NAVITAIRE	US	78216703 2/19/2003	2858993 6/29/2004	ACCENTURE GLOBAL SERVICES LIMITED
PRA SYSTEM	US	78179070 10/28/2002	2771759 10/7/2003	ACCENTURE GLOBAL SERVICES LIMITED
SKYLEDGER	US	78510112 11/2/2004	3035424 12/27/2005	ACCENTURE GLOBAL SERVICES LIMITED
SKYPAY	US	78513893 11/9/2004	3200398 1/23/2007	ACCENTURE GLOBAL SERVICES GMBH
SKYPRICE	US	78509613 11/2/2004	3078917 4/11/2006	ACCENTURE GLOBAL SERVICES LIMITED
SKYSALES	US	77885079 12/3/2009	3915724 2/8/2011	ACCENTURE GLOBAL SERVICES LIMITED

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Jurisdiction	Serial No. and Filing Date	Reg. No. and Reg. Date	Current Owner of Record
NAVITAIRE	AUSTRALIA		1040186	ACCENTURE GLOBAL SERVICES LIMITED
NAVITAIRE	CANADA	1174311 4/22/2003	TMA623461 10/25/2004	ACCENTURE GLOBAL SERVICES LIMITED
NEW SKIES	CANADA	1242330 12/30/2004	TMA698959 10/19/2007	ACCENTURE GLOBAL SERVICES LIMITED
NAVITAIRE	COMMUNITY TRADEMARKS (EU)	003139961 4/18/2003	003139961 10/31/2005	ACCENTURE GLOBAL SERVICES LIMITED
NEW SKIES	COMMUNITY TRADEMARKS (EU)	004223582 12/30/2004	004223582 3/2/2006	ACCENTURE GLOBAL SERVICES LIMITED
POWERED BY NAVITAIRE	COMMUNITY TRADEMARKS (EU)	003267689 7/15/2003	003267689 4/21/2005	ACCENTURE GLOBAL SERVICES LIMITED
NAVITAIRE	PHILIPPINES	420051127 2/4/2005	420051127 4/28/2006	ACCENTURE GLOBAL SERVICES LIMITED