

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRICEWATERHOUSECOOPERS LLP		03/09/2016	Limited Liability Partnership: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PWC INFORMATION TECHNOLOGY SERVICES LIMITED		
<b>Street Address:</b>	1 Embankment Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2N 6RH		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86911944	ENGAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<i>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.</i>			
<b>Phone:</b>	212-506-5150		
<b>Email:</b>	achen@orrick.com		
<b>Correspondent Name:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 1:</b>	2050 Main Street, Suite 1100		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		
<b>NAME OF SUBMITTER:</b>	Bradford S. Breen		
<b>SIGNATURE:</b>	/Bradford Breen/		
<b>DATE SIGNED:</b>	07/20/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is effective as of March 9, 2016, by PRICEWATERHOUSECOOPERS LLP, a limited liability partnership incorporated in England and Wales (registered number OC303525), having its registered office at 1 Embankment Place, London WC2N 6RH, United Kingdom ("ASSIGNOR"), to PWC INFORMATION TECHNOLOGY SERVICES LIMITED, a private limited company incorporated in England and Wales (company number 10011274), having its registered office at 1 Embankment Place, London WC2N 6RH, United Kingdom, ("ASSIGNEE").

**WHEREAS**, ASSIGNOR and PricewaterhouseCoopers Services Limited entered into an agreement with ASSIGNEE dated as of March 9, 2016 (the "Transfer Agreement"), pursuant to which, among other things, ASSIGNOR agreed to transfer certain trademarks, including the portion of any business of ASSIGNOR then existing relating to said trademarks, to ASSIGNEE and on that same date the parties entered into a Global Trade Mark Assignment by which said trademarks were assigned and transferred;

**WHEREAS**, ASSIGNOR is the original owner of the trademark and the application therefor listed on Exhibit A attached hereto (the "Trademark"); and

**WHEREAS**, pursuant to the Transfer Agreement and the Global Trade Mark Assignment, ASSIGNOR has agreed to assign, and has assigned to ASSIGNEE all right, title and interest in and to the Trademark and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Transfer Agreement and the Global Trademark Assignment, and the covenants and agreements in this Assignment, ASSIGNOR agrees as follows:

1. ASSIGNMENT.

a. ASSIGNOR hereby assigns absolutely to ASSIGNEE free from encumbrances (if and to the extent any of the same may not already have been assigned to the ASSIGNEE) all of ASSIGNOR's right, title and interest in and to the Trademark, and that portion of the business of ASSIGNOR to which the Trademark pertains, together with all of the goodwill attaching thereto and all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any misappropriation, misuse or infringement of the Trademark and in respect of action for passing off in relation to same.

b. ASSIGNOR further covenants that at the request and cost of ASSIGNEE, ASSIGNOR will at all times hereafter do all such acts and execute all such documents as may reasonably be required by ASSIGNEE to give effect to this Assignment.

2. MISCELLANEOUS.

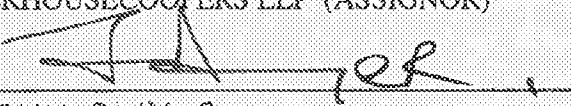
a. Subject to Transfer Agreement and Global Trade Mark Assignment. This Assignment is executed pursuant to the Transfer Agreement and the Global Trade Mark Assignment and is entitled to the benefits thereof, and the Trademark being conveyed hereunder, is hereby conveyed to ASSIGNEE subject to the terms and conditions contained in the Transfer Agreement and the Global Trade Mark Assignment.

b. Governing Law. This Assignment shall be governed and construed in accordance with the laws of England and Wales.

c. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto 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 Assignment by e-mail attachment shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment, to be effective as of the date first set forth above.

PRICEWATERHOUSECOOPERS LLP (ASSIGNOR)

By:   
Name: JOHN DWYER  
Title: PARTNER

Acknowledged:

PWC INFORMATION TECHNOLOGY SERVICES LIMITED (ASSIGNEE)

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment, to be effective as of the date first set forth above.

PRICEWATERHOUSECOOPERS LLP (ASSIGNOR)

By: \_\_\_\_\_

Name:

Title:

Acknowledged:

PWC INFORMATION TECHNOLOGY SERVICES LIMITED (ASSIGNEE)

By: \_\_\_\_\_

Name:

Title:

*Bob Cope*  
*Bob Cope*  
*Finance Partner*

TRADEMARK

REEL: 005839 FRAME: 0519

EXHIBIT A

*United States Trademark Application*

Mark	Filing Date	Application No.	Classes
ENGAGE logo	February 18, 2016	86/911,944	9, 35 and 42