

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAYA Design, Inc.		07/14/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Boston Consulting Group, Inc.		
Street Address:	One Beacon Street		
Internal Address:	Attn: Legal Department		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3891941	INSTAKIVA	
Registration Number:	3891942	KIVA	
Registration Number:	2052095	MAYA	
Registration Number:	2040025	MAYA	
Registration Number:	2008250	TAMING COMPLEXITY	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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>			
Phone:	617 832 3018		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis, Esq.		
Address Line 1:	155 Seaport Blvd.		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
NAME OF SUBMITTER:	Joshua S. Jarvis		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	07/18/2017		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), made effective as of July 14, 2017, is executed and delivered by MAYA Design, Inc., a Pennsylvania corporation ("Assignor"), to The Boston Consulting Group, Inc., a Massachusetts corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 27, 2017, by and among Assignor, Assignee, The MAYA Group, L.P. (d/b/a Cite), a Pennsylvania limited partnership, Peter A. Lucas, Joseph M. Ballay and Michael McManus.

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to the trademark registrations and applications listed on **Schedule A** attached hereto, and any other registrations or applications in any jurisdictions that cover the same marks as the foregoing or any combination thereof (collectively, the "Assigned Trademarks") and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement and the other Transaction Documents, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, and Assignee does hereby purchase, acquire and accept from Assignor, all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with or symbolized by the Assigned Trademarks, together with the rights, as applicable, (A) to sue and recover damages and obtain equitable relief for past, present and future infringement or other violation thereof; (B) to collect royalties and other payments thereunder; (C) to claim priority based thereon under the laws of any jurisdiction and/or under international conventions or treaties; (D) to prosecute, register, maintain and defend the foregoing before any public or private agency, office or registrar; and (E) to fully and entirely stand in the place of the Assignor, in all matters related thereto. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title and interest therein and thereto, and to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys or agents, all official documents and communications as may be warranted by this Assignment.

2. Purchase Agreement. This Assignment does not modify the terms of the Purchase Agreement. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

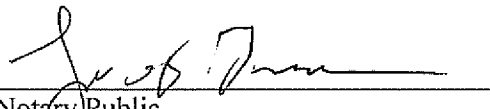
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

MAYA DESIGN, INC.

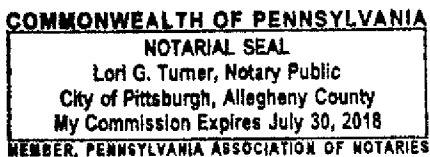
By: 
Name: Dutch MacDonald
Title: President & CEO

STATE OF Pennsylvania)
) ss.:
COUNTY OF Allegheny)

On this 12th day of July 2017, before me, the undersigned, a notary public in and for said state and county, personally appeared Donald J. MacDonald personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of MAYA Design, Inc., as the President & CEO of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.


Notary Public

(Affix Seal Below)



[Signature Page to Trademark Assignment]

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Owner	Reg. No.	Reg. Date	Status
INSTAKIVA	Maya Design, Inc.	3891941	12/21/2010	Registered
KIVA	Maya Design, Inc.	3891942	12/21/2010	Registered
MAYA	Maya Design, Inc.	2052095	4/15/1997	Renewed
MAYA (Stylized)	Maya Design, Inc.	2040025	2/25/1997	Renewed
TAMING COMPLEXITY	Maya Design, Inc.	2008250	10/15/1996	Renewed

[Schedule A to Trademark Assignment]

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