

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compliance Process Partners, LLC d/b/a Service Catalyst		09/11/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PricewaterhouseCoopers LLP		
Street Address:	3 Embarcadero Center		
Internal Address:	Office of the General Counsel		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	limited liability partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87441187	SERVICE CATALYST	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1003637.341		
NAME OF SUBMITTER:	Lucinda A. Althausser		
SIGNATURE:	/Lucinda A. Althausser/		
DATE SIGNED:	09/19/2019		
Total Attachments: 6			
source=Trademark Assignment Agreement executed#page1.tif			
source=Trademark Assignment Agreement executed#page2.tif			
source=Trademark Assignment Agreement executed#page3.tif			

CH \$40.00 87441187

source=Trademark Assignment Agreement executed#page4.tif

source=Trademark Assignment Agreement executed#page5.tif

source=Trademark Assignment Agreement executed#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective September 11, 2019 (the “Effective Date”), by and among Compliance Process Partners, LLC d/b/a Service Catalyst, a Massachusetts limited liability company (“Assignor”) and PricewaterhouseCoopers LLP, a Delaware limited liability partnership (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 21, 2019 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the trademarks and applications and registrations therefor set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks”) and to the registered domain names set forth on Schedule B attached hereto (the “Purchased Domain Names”).

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of its right, title, and interest in, to and under the Assigned Trademarks and the Purchased Domain Names, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued following the Closing or thereafter with respect thereto (including damages and payments for infringements or misappropriations thereof and the right to sue and recover for infringements or misappropriations thereof), free and clear of all Liens. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to, providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names that are necessary to transfer the Purchased Domain Names.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties,

covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, applicable to contracts to be carried out wholly within such State, without reference to its conflict of laws principles that might apply the law of another jurisdiction.

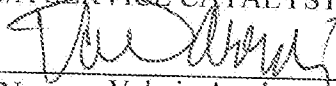
6. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date.

Assignor:

COMPLIANCE PROCESS PARTNERS, LLC
D/B/A SERVICE CATALYST

By: 
Name: Valerie Arraj
Title: Manager

Assignee:

PRICEWATERHOUSECOOPERS LLP

By: _____
Name: Prakash Venkata
Title: Partner

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date.

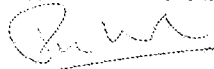
Assignor:

COMPLIANCE PROCESS PARTNERS, LLC
D/B/A SERVICE CATALYST

By: _____
Name: _____
Title: _____

Assignee:

PRICEWATERHOUSECOOPERS LLP

By:  _____
Name: Prakash Venkata
Title: Partner

[Signature Page to Trademark Assignment Agreement]

Schedule A

Assigned Trademarks

Trademark	Country	Appl. No.	Reg. No.
SERVICE CATALYST	United States	87/441187	5442031

Schedule B

Purchased Domain Names

Domain Name
www.service-catalyst.com
www.cppit.com