

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insitum Consulting Inc.		09/16/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Accenture LLP		
Street Address:	161 North Clark St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Partnership: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4421480	INSITUM	
Registration Number:	5733465	DESIGNING A MORE HUMAN WORLD	
CORRESPONDENCE DATA			
Fax Number:	4153920827		
<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:	4153921960		
Email:	trademarkgroup@sideman.com		
Correspondent Name:	Kelly P. McCarthy		
Address Line 1:	One Embarcadero Center, Suite 2200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	9296-105		
NAME OF SUBMITTER:	Wanda Rojas		
SIGNATURE:	/Wanda Rojas/		
DATE SIGNED:	11/05/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of September 16, 2019 (“**Effective Date**”), between Insitum Consulting Inc. (“**Assignor**”) and Accenture LLP (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Securities and Asset Purchase Agreement by and among Innovation Consulting Worldwide, S.L., a Spanish limited company (the “**Company**”), Assignor, Assignee, the individuals set forth on Schedule I thereto, and the persons listed on Schedule II thereto, dated as of August 11, 2019 (“**Purchase Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to purchase and assume from Assignee all of the Purchased Assets and Assumed Liabilities;

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire, among other things, Subsidiary Owned IP owned by Assignor, including the trademarks set forth on Schedule A (such trademarks, the “**Assigned Trademarks**”);

WHEREAS, Assignor is the registered owner of the Assigned Trademarks; and

WHEREAS, further in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to all Assigned Trademarks and any and all other Subsidiary Owned IP held by Assignor as of the Effective Date (such Assigned Trademarks and other Subsidiary Owned IP, the “**Assigned IP**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably and unconditionally assigns, conveys, delivers and transfers to Assignee all of Assignor’s rights, title and interest, if any, in and to (i) all Assigned IP (including the Assigned Trademarks), together with all goodwill associated therewith, without Assignor or its Affiliates retaining any right, title or interest, in each case to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor on the Effective Date if this assignment and sale had not been made, and (ii) all of Assignor’s rights to benefits, priority rights, privileges, causes of action, common law rights and remedies relating thereto throughout the world, including all rights to (A) apply for and maintain all applications,

registrations, renewals and extensions thereof, (B) sue, claim and recover for past, present and future infringement, misappropriation, or other violation of any Assigned IP (including any Assigned Trademarks) and (C) commercialize, exploit, and grant licenses or other interests therein.

2. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by the Company or Assignor with respect to the Assigned IP are set forth in the Purchase Agreement.

3. Without expanding the scope of Section 6.06 of the Purchase Agreement, Assignor agrees to sign all necessary papers and do all lawful acts reasonably requisite to give effect to or record the assignments, conveyances, and transfers to Assignee under this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns.

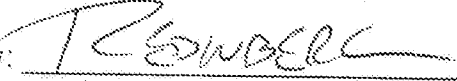
4. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

5. 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.

[The remainder of this page has been intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

INSITUM CONSULTING INC.

By: 
Name: RIC EDINBERG
Title: PRESIDENT

ACCENTURE LLP

By: Accenture Inc., its managing partner

By: _____
Name: Ronald J. Roberts
Title: Secretary

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

INSITUM CONSULTING INC.

By: _____
Name:
Title:

ACCENTURE LLP

By: Ronald J. Roberts
Name: Ronald J. Roberts
Title: Secretary

Trademarks

Nature	Title	Owner	Issuance, registration or application jurisdiction	Issuance, registration or application number	Issuance, registration or application date
Trademark	INSITUM	Insitum Consulting Inc.	United States Patent and Trademark Office USA	Registration number: 4421480 Serial number: 85876846	06-06-2019
Trademark	Designing A More Human World	Insitum Consulting Inc.	United States Patent and Trademark Office USA	Registration number: 5733465 Serial number: 88120889	24-07-2019
Trademark	IN/SITUM	Insitum Consulting Inc.	United States Patent and Trademark Office USA	Registration number: 4052651 Serial number: 85278352	08-11-2011