

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Insource Partners Corp.		02/18/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KPMG International Cooperative		
<b>Street Address:</b>	Laan van Langerhuize 1		
<b>Internal Address:</b>	1186 DS		
<b>City:</b>	Amstelveen		
<b>State/Country:</b>	NETHERLANDS		
<b>Entity Type:</b>	Swiss cooperative: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2953831	INFRASTRUCTURE MATURITY MODEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	70863-13400		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

CH \$40.00 2953831

**900184849**

**TRADEMARK  
 REEL: 004485 FRAME: 0743**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dusan Clark

Signature:

/Dusan Clark/

Date:

02/24/2011

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Trademark Assignment") is made and entered into as of 18, 2011, by and between INSOURCE PARTNERS CORP., a Delaware corporation ("Assignor"), and the Netherlands branch of KPMG International Cooperative, a Swiss cooperative, with a place of business at Laan van Langerhuize 1, 1186 DS Amstelveen, The Netherlands (VAT number: NL006782310B01) ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to (i) that certain Purchase Agreement, entered into as of January 17, 2011, as amended by that certain Amendment No. 1 to the Purchase Agreement, dated as of February 18, 2011 (the "Purchase Agreement"), by and among KPMG LLP, a Delaware limited liability partnership ("KPMG US"), KPMG HOLDINGS LIMITED, a private limited company organized under the laws of England and Wales ("KPMG UK"), Assignor, EQUATERRA CANADA INC., a Canadian federal corporation, EQUATERRA, INC., a Delaware corporation and EQUASIIS, LLC, a Delaware limited liability company, and (ii) that certain Assignment and Delegation Agreement (the "Assignment and Delegation Agreement", and, together with the Purchase Agreement, the "Agreements"), entered into as of February 18, 2011, by and among KPMG US, KPMG UK and Assignee, Assignor has assigned to Assignee all right, title and interest in substantially all the Intellectual Property used in the Business which is owned by the Sellers, including any and all trademarks listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademark"); and

WHEREAS, pursuant to the Agreements, the Assignee has acquired all right, title and interest in and to, among other things, the Trademark and the other Intellectual Property Acquired Assets (as defined in the Assignment and Delegation Agreement), and the Parties wish to record the acquisition of the Trademark in the U.S. Patent and Trademark Office; and

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

1. Unless otherwise specified herein, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Pursuant to the Agreements, which are hereby incorporated by reference as if fully set forth herein, Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the Trademark including all goodwill of any business associated and connected therewith or symbolized thereby, as well as all proceeds therefrom and the right to bring actions at law or in equity for any infringement, dilution or violation of any of the Trademark occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademark.
3. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use,

unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

4. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment is subject to all the terms and conditions of the Agreements. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreements, which govern the Parties' rights and interests in the Trademark and the other Intellectual Property Acquired Assets.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

INSOURCE PARTNERS CORP.

By: Mark Toon  
Name: Mark Toon  
Title: Chief Executive Officer

ASSIGNEE:

KPMG INTERNATIONAL COOPERATIVE

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

*Signature Page Trademark Assignment*

**TRADEMARK**  
**REEL: 004485 FRAME: 0747**

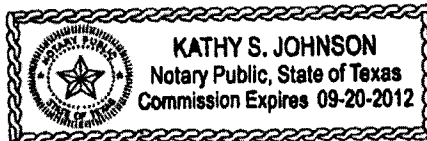
STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

Before me, the undersigned authority, on this 16th day of February, 2011,  
personally appeared Mark Toon known to me as the person whose  
name is subscribed to the foregoing instrument and acknowledged to me that he executed the  
same for the purposes and consideration therein expressed, in the capacity state, and with  
authority to act in this assignment on behalf of the assignor.

\_\_\_\_\_  
Notary Public

Kathy S. Johnson  
(Signature of Notary)

Kathy S. Johnson  
(Legibly Print or Stamp Name of Notary)



*Signature Page Trademark Assignment*

**TRADEMARK**  
**REEL: 004485 FRAME: 0748**



# SAVILLE & CO

NOTARIES

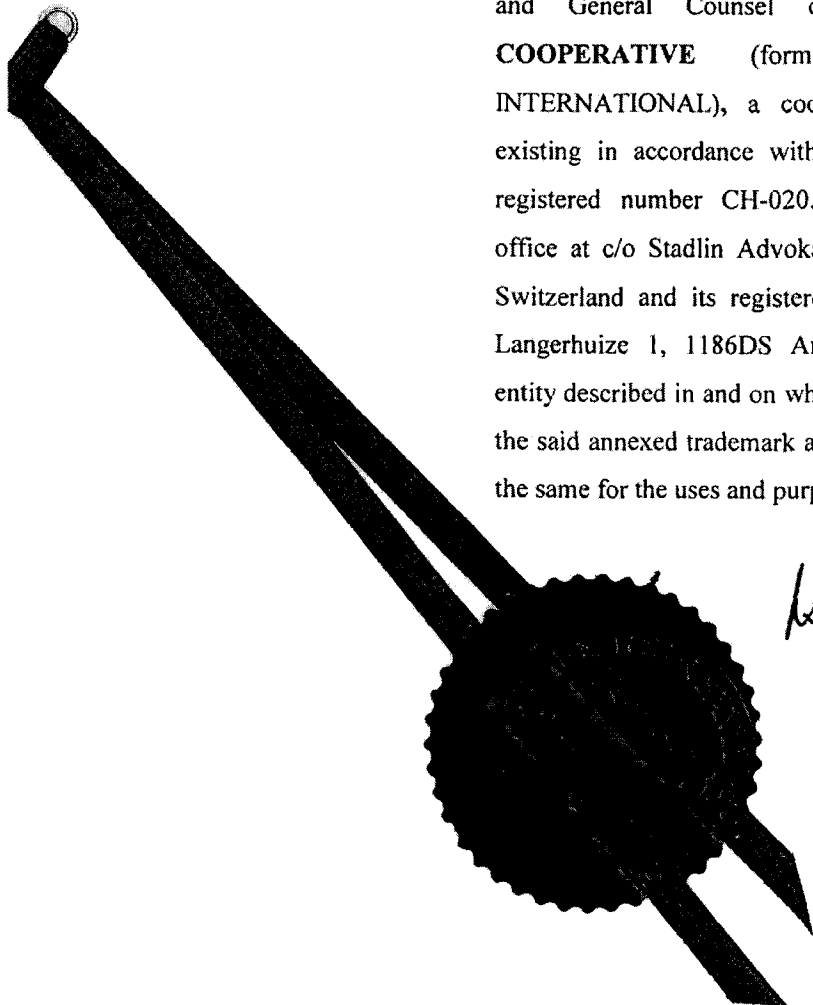
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mail@savillenotaries.com

Richard Saville  
Sophie Milburn  
Nicholas Thompson

KINGDOM OF ENGLAND )  
  ) s.s.  
CITY OF LONDON        )



On this eighteenth day of February in the year two thousand and eleven before me RICHARD JOHN SAVILLE of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn personally came and appeared THOMAS OWEN GILBERT WETHERED personally known to me to be the individual whose name is subscribed to the **trademark assignment** hereunto annexed and acknowledged to me that he executed the same in his capacity as duly Authorised Signatory and General Counsel of **KPMG INTERNATIONAL COOPERATIVE** (formerly known as KPMG INTERNATIONAL), a cooperative duly incorporated and existing in accordance with the laws of Switzerland under registered number CH-020.6.900.276-5, with its registered office at c/o Stadlin Advokatur, Baarerstrasse 12, 6300 Zug, Switzerland and its registered business address at Laan van Langerhuize 1, 1186DS Amstelveen, The Netherlands, the entity described in and on whose behalf he signed and executed the said annexed trademark assignment and that he so executed the same for the uses and purposes therein set forth.



*M. Smith.*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered as of the date first written above.


ASSIGNOR:

INSOURCE PARTNERS CORP.

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

ASSIGNEE:

KPMG INTERNATIONAL COOPERATIVE

By:   
Name: TOM WETHERED  
Title: AUTHORIZED SIGNATORY



**Schedule 1  
Trademark**

<b>Trademark</b>	<b>Country</b>	<b>Appl. or Reg. Number</b>	<b>Owner</b>	<b>Expiration Date*</b>	<b>Goods Class</b>
INFRASTRUCTURE MATURITY MODEL	United States	Reg.: 2,953,831	InSource Partners Corporation	07/17/2015	35 – Providing statistical information to businesses through an assessment methodology in the field of information technology

\*The date provided is the renewal date. A maintenance filing must be made between the 5<sup>th</sup> and 6<sup>th</sup> anniversary from the registration date.