

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |   |                |                      |
|---|---|----------------|----------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                                    |                |                      |
| NATURE OF CONVEYANCE:   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL      |                |                      |
| CONVEYING PARTY DATA  |   |                |                      |
| Name  | Formerly  | Execution Date | Entity Type          |
| BrainNet GmbH   |   | 07/27/2012     | CORPORATION: GERMANY |
| RECEIVING PARTY DATA  |   |                |                      |
| Name:   | KPMG International Cooperative                    |                |                      |
| Street Address:   | Laan van Langerhuize 1                            |                |                      |
| City:   | 1186 DS Amstelveen                                |                |                      |
| State/Country:  | NETHERLANDS                                       |                |                      |
| Entity Type:  | Cooperative: SWITZERLAND                          |                |                      |
| PROPERTY NUMBERS Total: 2   |   |                |                      |
| Property Type   | Number  | Word Mark      |                      |
| Registration Number:  | 2432187   | BRAINNET       |                      |
| Registration Number:  | 2332784   | BRAINNET       |                      |
| CORRESPONDENCE DATA   |   |                |                      |
| Fax Number:   | 2127686800  |                |                      |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                |                      |
| Phone:  | (212) 768-5367                                    |                |                      |
| Email:  | trademarks@snrdenton.com,ian.farias@snrdenton.com |                |                      |
| Correspondent Name:   | Monica B. Richman, SNR Denton US LLP              |                |                      |
| Address Line 1:   | P.O. Box #061080                                  |                |                      |
| Address Line 4:   | Chicago, ILLINOIS 60606-1080                      |                |                      |
| ATTORNEY DOCKET NUMBER:   | 21604804-0055                                     |                |                      |
| DOMESTIC REPRESENTATIVE   |   |                |                      |
| Name:   | Monica B. Richman, SNR Denton US LLP              |                |                      |
| Address Line 1:   | P.O. Box #061080                                  |                |                      |
| Address Line 4:   | Chicago, ILLINOIS 60606-1080                      |                |                      |

OP \$65.00 2432187

TRADEMARK

|   |                     |
|---|---------------------|
| NAME OF SUBMITTER:  | Monica B. Richman   |
| Signature:  | /monica b. richman/ |
| Date:   | 12/20/2012          |
| <b>Total Attachments: 5</b><br>source=BRAINNET - Assignment Agreement#page1.tif<br>source=BRAINNET - Assignment Agreement#page2.tif<br>source=BRAINNET - Assignment Agreement#page3.tif<br>source=BRAINNET - Assignment Agreement#page4.tif<br>source=BRAINNET - Assignment Agreement#page5.tif |                     |

## Trademark and Domain Assignment Agreement

between

BrainNet GmbH  
Willy-Brandt-Allee 12  
D-53113 Bonn

(hereinafter "Assignor")

and

The Netherlands branch of KPMG International Cooperative, with a place of business at Laan van Langerhuize 1, 1186 DS Amstelveen, The Netherlands and with a VAT identification number of NL006782310B01

(hereinafter „Assignee“)

- (1) Pursuant to Articles 2.4 and 4.3.6 of the Purchase Agreement between BrainNet Management Consultant GmbH, Christian Rast, Thorsten Schiefer, Christoph Wolleb, Sven T. Marlinghaus, Marcus Schüller and Nicole Gaiziunas as Sellers, KPMG AG Wirtschaftsprüfungsgesellschaft as Purchaser and BrainNet GmbH (the "Purchase Agreement"), the Assignor hereby transfers and assigns the trademarks and domains as listed in Schedule 2.4 of the Purchase Agreement (together the "BrainNet TMs") and as annexed to this Agreement as Annex I to the Assignee, and the Assignee hereby accepts the transfer and assignment of the BrainNet TMs from the Assignor. Schedule 2.4 of the Purchase Agreement is attached as Appendix 1 to this Agreement. Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the BrainNet TMs 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 BrainNet TMs occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the BrainNet TMs.
- (2) The Assignee undertakes to register the changes of ownership of the BrainNet TMs (excluding, for the avoidance of any doubt, the domains) in the respective registers within a timeframe of six months after the Closing Date of the Purchase Agreement. With respect to the domains the Assignee shall have the right to register the changes of ownership. If the Assignee has not applied for registration of the changes regarding the domains within 9 (nine) months after Closing the Sellers may cancel the registrations.
- (3) The Assignor hereby consents to fully cooperate with the Assignee regarding the registrations of the changes of ownership of the BrainNet TMs (including, for the avoidance of any doubt, the

domains), in the name of Assignee, in particular regarding KK-Requests and provision of AUTH CODEs with regards to the domains. The Assignor shall, without undue delay, perform all such actions as reasonably requested by the Assignee to support the Assignee in the registration process. Particularly, the Assignor is obliged to execute all declarations required in connection with the transfer of the BrainNet TMs and the transcription/registration of the Assignee as new owner of the BrainNet TMs, in particular, vis-à-vis the respective Patent and Trademark Offices and the respective domain registration companies. The Assignor will hand over all documents relating to the BrainNet TMs which are in its possession, in particular, the correspondence with the respective Patent and Trademark Offices as well as the domain registration companies. Upon the Assignee's request, the Assignor shall inform the Assignee about the use of the BrainNet TMs (particularly trademarks) and hand over existing relevant evidence up to three years after the effective date of this Agreement (cf. 9). The Assignor is also obliged without undue delay upon a request by the Assignee to enter into any separate trademark assignment agreement in respect of the assignment of any one or more of the BrainNet TMs which the Assignee considers necessary or appropriate in its sole discretion provided that any such assignment agreement shall be subject to all terms and conditions of this Agreement and the Purchase Agreement, be for recordation purposes only and its terms will not modify the applicable terms and conditions of this Agreement or the Purchase Agreement, which shall govern the Parties' rights and interests in the BrainNet TMs.

- (4) The Assignor will not challenge, neither directly nor indirectly, the BrainNet TMs.
- (5) All reasonable costs of the registrations of the change of ownership of the trademarks and the domains assigned hereunder shall be shared between the parties equally.
- (6) Assignor hereby transfers all rights arising from the license agreement regarding the therein listed BrainNet TMs ("Lizenzvertrag zwischen der Firma BrainNet GmbH und der Firma BrainNet Supply Management Group AG" signed on 1 July 2008) to the Assignee.
- (7) With respect to the domain "brainnet.hu" (external domain), the Assignor hereby transfers to the Assignee the contractual rights towards Euromarknet Kft. (Harminckettesek tere 3, H-1082 Budapest) who holds such domain in trust on behalf of the Assignor.
- (8) This Agreement shall be interpreted, governed and construed in accordance with the laws of Switzerland.
- (9) This Agreement shall become effective as of 27 July 2012.

Made in five copies on .....



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BrainNet GmbH





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KPMG International Cooperative

Annex 1

Schedule 2.4 - BrainNet TMs

| Trademarks and Trademark Applications   | Country | Reg. No.  | Status | Classes                      | Owner         |
|---|---------|-----------|--------|------------------------------|---------------|
|  | CH      | P-447 596 | R      | 35, 41, 42                   | BrainNet GmbH |
| BRAINNET  | CH      | 515 929   | R      | 09, 16,<br>35, 37,<br>41, 42 | BrainNet GmbH |
| <b>BrainNet</b>   | CH      | P-506 090 | R      | 35                           | BrainNet GmbH |
|  | CH      | P-545 477 | R      | 35, 41, 42                   | BrainNet GmbH |
| 博睿<br>(BrainNet in Chinese transliteration)   | CN      | 786 22 99 | R      | 35                           | BrainNet GmbH |

|  |                                  |                              |   |                |               |
|--|----------------------------------|------------------------------|---|----------------|---------------|
| BrainRisk                                      | CTM                              | 000 427 666                  | R | 35, 36, 41     | BrainNet GmbH |
| BrainSelect                                    | CTM                              | 000 427 682                  | R | 35, 36, 41     | BrainNet GmbH |
| BrainShop                                      | CTM                              | 000 427 765                  | R | 35, 36, 41     | BrainNet GmbH |
| BrainTrain                                     | CTM                              | 000 427 849                  | R | 35, 36, 41     | BrainNet GmbH |
| Creating Leadership in Supply Chain Management | CTM                              | 008 217 853                  | R | 35, 38, 41     | BrainNet GmbH |
| eBrain   | CTM                              | 001 098 391                  | R | 35, 41, 42     | BrainNet GmbH |
| BrainNet                                       | HK                               | 300 650 646                  | R | 35, 36, 41, 42 | BrainNet GmbH |
| BrainNet                                       | IN                               | Application No.<br>1 456 708 | F | 35, 36, 41     | BrainNet GmbH |
| BRAINNET                                       | US                               | 2,432,187                    | R | 35, 41         | BrainNet GmbH |
| BrainNet & Design                              | US                               | 2,332,784                    | R | 35, 36, 41     | BrainNet GmbH |
| <b>B R A I N * N E T</b>                       | IR                               | 695 025                      | R | 35, 41, 42     | BrainNet GmbH |
|  | AT<br>BX<br>DE<br>FR<br>IT<br>LI |                              |   |                |               |