

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cynergy Systems, Inc.		02/28/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	KPMG LLP		
Street Address:	Office of the General Counsel		
Internal Address:	919 Third Avenue - 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3681582	CYNERGY	
Registration Number:	3682416	LOOKFIRST	
Registration Number:	3704498	LOOKFIRST APPROACH	
Registration Number:	4052623	MOTIVATIONAL DESIGN	
Registration Number:	3649443		
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.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Monica B. Richman, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	21604804.0095		
NAME OF SUBMITTER:	Monica B. Richman		
SIGNATURE:	/monica b. richman/		
DATE SIGNED:	03/11/2014		
Total Attachments: 4			

OP \$140.00 3681582

TRADEMARK

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into as of February 28, 2014, by and between Cynergy Systems, Inc., a Commonwealth of Virginia corporation ("Assignor") and KPMG LLP, a Delaware limited liability partnership ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, pursuant to (i) that certain Asset Purchase Agreement, entered into as of January 30, 2014 (the "Purchase Agreement"), by and among T. Carson Hager, Assignor, and Assignee, Assignor has assigned to Assignee all right, title and interest in, to the 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 "Trademarks"); and

WHEREAS, Parties wish to record the acquisition of the Trademark in the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has become the successor of a portion of the business to which the Trademarks pertain and such business is ongoing and existing.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as beneficial owner, does hereby sell, assign, transfer, and convey to Assignee all of its right, title and interest in and to (i) the Trademarks set forth in Schedule 1 hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Assignor does further consent to the recordation of this Trademark Assignment by Assignee with the Commissioner of Patents and Trademarks.

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.

This Trademark Assignment is subject to all the terms and conditions of the Agreement. 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 Agreement, which govern the Parties' rights and interests in the Trademarks.

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

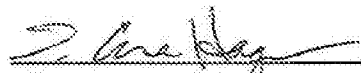
ASSIGNOR:

CYNERGY SYSTEMS, INC.

By:

Name:

Title:



T. Carson Hagan
President

Signature Page Trademark Assignment

TRADEMARK
REEL: 005235 FRAME: 0097

STATE OF Washington)
) ss.
COUNTY OF Spokane

On this 27 day of February, 2014, before me appeared TRISTAN HAWER, the person who signed this instrument on behalf of Cynergy Systems, Inc., who acknowledged that he/she signed it on behalf of Cynergy Systems, Inc. as president and pursuant to authority duly received.

A. Halliday
Notary Public

A. Halliday
(Signature of Notary)

A. Halliday Notary Public
(Legibly Print or Stamp Name of Notary)

**Schedule 1
Trademark**

Trademark	Classes	Serial No.	Date Filed	Reg. No.	Date Reg.	Current Owner
Cynergy	42	78843299	March 22, 2006	3,681,582	September 8, 2009	Cynergy Systems, Inc.
LookFirst	42	77613749	November 13, 2008	3,682,416	June 30, 2009	Cynergy Systems, Inc.
LookFirst Approach	42	77613974	November 13, 2008	3,704,498	November 3, 2009	Cynergy Systems, Inc.
MOTIVATIONAL DESIGN	35, 38, 41 and 42	85277387	March 25, 2011	4,052,623	November 8, 2011	Cynergy Systems, Inc.
Design Only	42	77420414	March 12, 2008	3,649,443	April 21, 2009	Cynergy Systems, Inc.