

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROTHSTEIN-KASS, P.A.		06/30/2014	Professional corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	KPMG LLP		
Street Address:	345 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3085221	ROTHSTEIN KASS	
Registration Number:	3089943	ROTHSTEIN KASS	
Registration Number:	3089946	ROTHSTEIN KASS	
Registration Number:	3089947	ROTHSTEIN KASS	
Registration Number:	3250501	ROTHSTEIN KASS	
Serial Number:	86031824	POWERED BY TRUST	
Serial Number:	86031826	POWERED BY TRUST	
Serial Number:	86031831	POWERED BY TRUST	
Serial Number:	86031837	POWERED BY TRUST	
Serial Number:	86031841	POWERED BY TRUST	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	2127686700		
Email:	patrick.boisson@dentons.com		
Correspondent Name:	Monica B. Richman / Dentons US LLP		
Address Line 1:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$265.00 3085221

ATTORNEY DOCKET NUMBER:	21604804-0126-9MR-PB6
NAME OF SUBMITTER:	Monica B. Richman
SIGNATURE:	/monica b richman/
DATE SIGNED:	07/21/2014

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of June 30, 2014, by and among ROTHSTEIN-KASS, P.A. (d/b/a Rothstein Kass & Company, P.C.), a New Jersey professional service corporation ("Parent"), ROTHSTEIN KASS BUSINESS ADVISORY SERVICES LLC, a New Jersey limited liability company ("RKBAS"), RK SYSTEMS SOLUTIONS, INC., a New Jersey corporation ("RKSS"), and ROTHSTEIN KASS LICENSING LLC, a Delaware limited liability company ("RK Licensing" and, together with Parent, RKBAS and RKSS, the "Assignors" and each individually, an "Assignor"), and KPMG LLP, a Delaware limited liability partnership ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties".

WHEREAS, pursuant to (i) that certain Asset Purchase Agreement, entered into as of May 29, 2014 (the "Purchase Agreement"), by and among Assignors and Assignee, Assignors have assigned to Assignee all rights, 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 Trademarks in the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has become the successor of the 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, Assignors, as beneficial owners, do hereby sell, assign, transfer, and convey to Assignee all of their rights, 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.

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

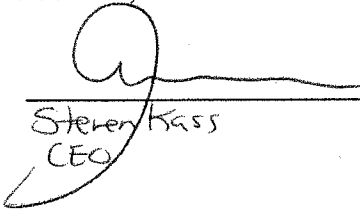
Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application not related to a portion of the business being transferred to Assignee or that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance 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 Purchase Agreement. The Parties intend that this Trademark Assignment is to memorialize the transactions contemplated in the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement, which govern the Parties' rights and interests in the Trademarks.

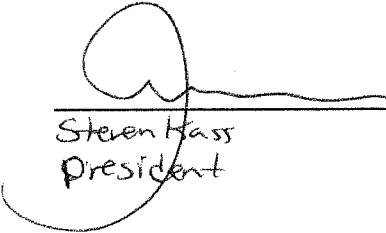
IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

ASSIGNORS:

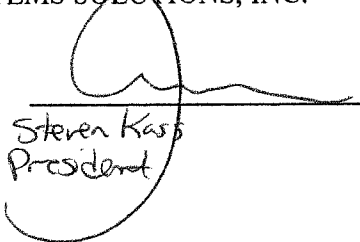
ROTHSTEIN-KASS, P.A.

By: 
Name: Steven Kass
Title: CEO

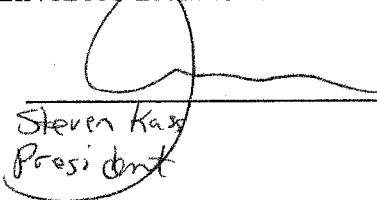
ROTHSTEIN KASS BUSINESS ADVISORY SERVICES
LLC

By: 
Name: Steven Kass
Title: President

RK SYSTEMS SOLUTIONS, INC.

By: 
Name: Steven Kass
Title: President

ROTHSTEIN KASS LICENSING LLC

By: 
Name: Steven Kass
Title: President


ASSIGNEE:

KPMG LLP

By:

Name:

Title:



Steven J. Piva
Principal

**Schedule 1
Trademarks**

United States Trademark Registrations and Applications

Trademark	Owner	Expiration Date	Registration or Application Number
ROTHSTEIN KASS	Rothstein-Kass, P.A.	Sec. 8 & 9 Declaration due between 4/25/2015 and 4/25/2016	United States Trademark Reg. No. 3,085,221
ROTHSTEIN KASS	Rothstein-Kass, P.A.	Sec. 8 & 9 Declaration due between 5/9/2015 and 5/9/2016	United States Trademark Reg. No. 3,089,943
ROTHSTEIN KASS	Rothstein-Kass, P.A.	Sec. 8 & 9 Declaration due between 5/9/2015 and 5/9/2016	United States Trademark Reg. No. 3,089,946
ROTHSTEIN KASS	Rothstein-Kass, P.A.	Sec. 8 & 9 Declaration due between 5/9/2015 and 5/9/2016	United States Trademark Reg. No. 3,089,947
ROTHSTEIN KASS	Rothstein-Kass, P.A.	Sec. 8 & 9 Declaration due between 6/12/2016 and 6/12/2017	United States Trademark Reg. No. 3,250,501
ROTHSTEIN KASS BUSINESS ADVISORY SERVICES	Rothstein Kass Business Advisory Services, LLC	Sec. 8 & 15 Declaration due between 8/31/2015 and 8/31/2016	United States Trademark Reg. No. 3,840,693
POWERED BY TRUST	Rothstein-Kass, P.A.	Statement of Use or Extension Request due by 8/25/2014	United States Trademark Application Serial No. 86/031,824
POWERED BY TRUST	Rothstein-Kass, P.A.	Statement of Use or Extension Request due by 8/25/2014	United States Trademark Application Serial No. 86/031,826
POWERED BY TRUST	Rothstein-Kass, P.A.	N/A Published for opposition. Awaiting additional correspondence from USPTO	United States Trademark Application Serial No. 86/031,831
POWERED BY TRUST	Rothstein-Kass, P.A.	Statement of Use or Extension Request due	United States Trademark Application

		by 8/25/2014	Serial No. 86/031,837
POWERED BY TRUST	Rothstein-Kass, P.A.	Statement of Use or Extension Request due by 8/25/2014	United States Trademark Application Serial No. 86/031,841
ROTHSTEIN KASS STATE: HAWAII	Rothstein-Kass, P.A.		Hawaii State Trademark Reg. No. 4125079
ROTHSTEIN KASS STATE: WISCONSIN	Rothstein-Kass, P.A.		Wisconsin State Trademark registered on 1/4/2012

Foreign Trademark Registrations

Trademark	Owner	Expiration Date	Registration or Application Number
ROTHSTEIN KASS	Rothstein Kass Licensing LLC	Renewal application due between 5/6/2022 and 11/6/2022	Hong Kong Trademark Reg. No. 302426265
ROTHSTEIN KASS <u>Countries in which protection was designated:</u> Australia China European Union Israel Japan Norway Singapore South Korea Switzerland Turkey	Rothstein Kass Licensing LLC	Renewal application due between 8/9/2021 and 8/9/2022	Madrid International Trademark Reg. No. 1,143,382 Australia Trademark Reg. No. 1535004
POWERED BY TRUST <u>Countries in which protection was designated:</u> Australia China European Union Israel Japan Norway Singapore South Korea Switzerland Turkey	Rothstein-Kass, P.A.	Renewal application due between 8/13/2022 and 8/13/2023	Madrid International Trademark Reg. No. 1,186,141 Australia Trademark Application No. 1597673
Working Mother 2013 100 Best Companies Logo	PARS International Corp. as agent on behalf of Bonnier Corp.	October 31, 2014	PARS Agreement Invoice #78520