

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363753

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
G2 FT, LLC		10/30/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KPMG LLP		
<b>Street Address:</b>	Office of the General Counsel		
<b>Internal Address:</b>	919 Third Avenue - 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3852180	TAXGOPHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-768-5367		
<b>Email:</b>	trademarks.us@dentons.com,ian.farias@dentons.com		
<b>Correspondent Name:</b>	Monica B. Richman, Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	21604804.TAXGOPHER		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman		
<b>SIGNATURE:</b>	/monica b. richman/		
<b>DATE SIGNED:</b>	11/25/2015		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (“Trademark Assignment”) is made and entered into as of October 30, 2015, by and between G2 FT, LLC (d/b/a G2 FinTech), a New York limited liability company (“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 October 30, 2015 (the “Purchase Agreement”), by and among George Michaels, Ruban Selvakumar, Assignor, and Assignee, Assignor has assigned to Assignee all right, title and interest in, to the trademark 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, 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 owner of the software to which the Trademark pertains.

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 Trademark 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 Trademark; (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 Trademark shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademark 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 for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement, which govern the Parties’ rights and interests in the Trademark.

This Trademark 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. A

signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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ASSIGNOR

G2 FT, LLC

By: By My

Name: George Michaels

Title: Founder

Date: 10/30/2015

**ASSIGNEE**

**KPMG, LLP**

By: 

Name: KEVIN JACKSON

Title: PARTNER

Date: 10/30/2015

**Schedule 1  
Trademark**

<b>Trademark</b>	<b>Classes</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Reg. No.</b>	<b>Date Reg.</b>
TAXGOPHER	9, 35, 36	77744175	5/26/2009	3852180	9/28/2010