

12/3/02

04-21-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC 1



102426082

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): PricewaterhouseCoopers LLP
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) International Business Machines Corp.
Internal Address:
Street Address: New Orchard Road
City: Armonk State: N.Y. Zip: 10504
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other
Execution Date: October 1, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 103

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michelle Jarrell
Internal Address: IBM
Street Address: 199 Fremont St.
SAN FRANCISCO CA Zip: 94105

7. Total fee (37 CFR 3.41): \$2,590.00
Enclosed Authorized to be charged to deposit account

8. Deposit account number: 09-0474
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Michelle Jarrell Signature Date: 12-2-02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/10/2002 BTOM11 00000013 090474 75622273
01 FC:8521 40.00 CH
02 FC:8522 2550.00 CH

TRADEMARK REEL: 002713 FRAME: 0057

Addendum Section 1
Additional Names of Conveying Parties

PricewaterhouseCoopers Holding LLC
PricewaterhouseCoopers CSG LLC
PwC Investments LLC

**ADDENDUM SECTION 4
APPLICATION AND REGISTRATION NUMBERS
RECEIVING PARTY
INTERNATIONAL BUSINESS MACHINES CORPORATION**

TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	FILING DATE/ ISSUE DATE
Ascendant		75/622,273	1/15/1999
Ascendant	2451630		5/15/2001
Ascendant		75/622,033	1/16/1999
Ascendant	2462321		6/19/2001
Ascendant	2451582		5/15/2001
Ascendant		75/604,729	12/14/1998
Ascendant	2498707		10/16/2001
Best Practices. Better Decisions. Worldwise. Welcome	2017429		11/19/1996
Breakpoint Bpr	1782890		7/20/1993
Business Process Transformation	1854284		9/13/1994
Change Integration	1742523		12/22/1992
Change Integration	1746575		1/12/1993
Change Integration	1895545		5/23/1995
Change Integration	1740663		12/15/1992
Change Integration	1742261		12/23/1992
Change Integration	1742479		12/22/1992
Change Integration	1768235		4/27/1993
Changepro	1919470		9/19/1995
Changesuite	2116597		11/25/1997
Contemplate	1660184		10/08/1991
Cytrol	1205206		8/17/1982
Design for Excellence	1641483		4/16/1991
Drive Brand Strategy to Retail Shelf	2292325		11/16/1999
E-Diagnostics		76/051,144	5/18/2000
EIA		76/103,748	8/04/2000
Erp Benefits Realization		75/732,961	6/21/1999
Expresspac	2466401		7/03/2001
Full Value Procurement	2358848		6/13/2000
Gen Edge	2430024		2/20/2001

**ADDENDUM SECTION 4
APPLICATION AND REGISTRATION NUMBERS
RECEIVING PARTY
INTERNATIONAL BUSINESS MACHINES CORPORATION**

Global Retail Intelligencer	2443134		4/10/2001
Ice Sheet		75/491,119	5/27/1998
Icecore		75/491,120	5/27/1998
Ido	1913720		8/22/1995
Improvement Driven Organization	1962760		3/19/1996
K3eval	2134534		2/03/1998
Knowledge Accelerators		75/656448	3/09/1999
Knowledge Edge		75/838,247	11/02/1999
Knowledge3	2208088		12/08/1998
Knowledgeedge		75/838,897	11/02/1999
Knowledgeview	2038073		2/18/1997
Knowledgeview	2011871		10/29/1996
Management Horizons	1319809		12/02/1985
Management Horizons	1128018		12/18/1979
Market-Ingelligent Enterprise	2315044		2/01/2000
Metacapitalism		76/042,515	5/05/2000
Moneymining.Com	2400172		10/31/2000
Otms		75/228,981	N/A
Petrocore		76/040,370	4/29/2000
Pharmaframework		75/833,190	10/25/1999
Premas	1976880		5/28/1996
Premas Plus	1976975		5/28/1996
Profit Seeker	2200363		10/27/1998
Profit Seeker	2200362		10/27/1998
R.I.D.E.R.		75/499,964	6/10/1998
Rapidimpact	2306434		1/04/2000
Rapidpath	2183015		8/18/1998
Real Teams	2075891		7/01/1997
Re-Engineering Center	1750546		2/02/1993
Retail Intelligence System	1638327		3/19/1991
S3(Design)	1591412		4/10/1990

**ADDENDUM SECTION 4
APPLICATION AND REGISTRATION NUMBERS
RECEIVING PARTY
INTERNATIONAL BUSINESS MACHINES CORPORATION**

Seven Keys to Success		75/917,131	2/11/2000
Strategic Enterprise Architecture	2223945		2/16/1999
Summit	1721782		10/6/1992
Summit (and Design)	1741212		12/22/1992
There Are No Boundaries		75/744,977	7/07/1999
Totalogistics		74/136,313	2/4/1991
Unlocking Performance		75/488,837	11/02/1998
Upstream. Downstream. Worldwise	1935229		11/14/1995
Value Chain Marketing	2252124		6/08/1999
CRM Accel		76/385,367	3/21/2002
Ianalytics		76/275922	6/21/2001
Reservepro	2252898		6/15/1999
Hra and Design		74/797350	7/20/1995
Hra and Design	2004180		10/01/1996
Hra and Design	2011682		10/29/1996
Hra and Design	2002704		9/24/1996
Hra and Design	1995221		8/20/1996
Affinity		75/384323	
Monday		76/413,071	5/29/2002
Monday		76/413,070	5/29/2002
Monday		76/413,417	5/29/2002
Monday		76/413,068	5/29/2002
Monday		76/413,067	5/29/2002
Monday		76/413,072	5/29/2002
Newmonday		76/158439	
Newmonday.Com & Design	2671079		
Business2everything		76/360,778	1/17/2002
Determinet	2557819		4/09/2002
Ascendant	1172733		
Digihub		75/894909	1/13/2000
Expresspac	2466401		
K3Eval	553230		

**ADDENDUM SECTION 4
APPLICATION AND REGISTRATION NUMBERS
RECEIVING PARTY
INTERNATIONAL BUSINESS MACHINES CORPORATION**

Management Horizons	1319809		2/12/1985
Market-Intelligent Enterprise	1459296		
Real Teams	2075891		7/01/1997
Retail Intelligence System	1638327		3/19/1991
Summit Ascendant	1172436		
Unlocking Performance		75/488837	11/02/1998
Seven Keys to Success		75/917,131	2/11/2000
Strategic Enterprise Architecture	2223945		2/16/1999
Summit	1721782		10/6/1992
Summit (and Design)	1741212		12/22/1992

12/3/02

12-10-2002



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RECC TF

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7. Total fee (37 CFR 3.41): \$2,590.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 09-0474 (Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Michelle Jarrell Signature Date: 12-2-02
Total number of pages including cover sheet, attachments, and document: 21

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks (this "Assignment") is made as of October 1, 2002 by and between PricewaterhouseCoopers LLP, a Delaware limited liability partnership, PricewaterhouseCoopers Holdings LLC, a Delaware limited liability company, PricewaterhouseCoopers CSG (US) LLC, a Delaware limited liability company, PwC Investments (Florida) LLC, a Delaware limited liability company (formerly named PwCC Holding (Florida) LLC) (collectively, the "Assignors"), and International Business Machines Corporation, a New York corporation (the "Assignee").

RECITALS

A. PricewaterhouseCoopers International Limited and International Business Machines Corporation have entered into the Master Stock and Asset Purchase Agreement dated as of July 30, 2002 (the "Purchase Agreement").

B. Assignors, Assignee and IBM Korea, Inc., a Korean corporation, have entered into the Local Purchase Agreement dated as of the date hereof related to the Purchase Agreement (the "Local Purchase Agreement") pursuant to which Assignors has agreed to sell, transfer and deliver to the Assignee the Acquired Assets of Assignors.

C. Pursuant to Section 2.1 of the Local Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire all of Assignors' right, title, and interest in and to all of the Acquired Intellectual Property, including the Intellectual Property listed on Exhibit A hereto, together with the goodwill pertaining thereto (collectively, the "Assigned Intellectual Property").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Local Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the assignments of Intellectual Property required by the Purchase Agreement, Assignors hereby agree as follows:

1. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Local Purchase Agreement.

2. Assignors do hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same

would have been held and enjoyed by Assignors if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives, and, to the extent that any trademark or service mark applications are included in the Assigned Intellectual Property are filed on the basis of Assignor's "intent-to-use" the trademarks or service marks covered by such applications, the portion of the business to which such applications pertains (which business is ongoing and existing).

3. Assignors represent, warrant, and covenant that the execution and delivery of this Assignment does not breach any agreement to which Assignors are a party, and Assignors has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

4. As may be requested by Assignee's or their designees or other legal representatives from time to time after the date hereof, Assignors agree to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure Assignee's rights in the Assigned Intellectual Property, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

5. Assignors hereby authorize and request the United States Patent and Trademark Office whose duty it is to issue, certify, or assign registrations or applications for service marks, trademarks, patents, copyrights, Internet domain names or other evidence or forms of intellectual property protection, to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

TRADEMARK		
TITLE	APPLICATION/ REGISTRATION NUMBER	FILING DATE/ ISSUED DATE
Ascendant	Application No.: 75/622,273	Filing Date: 01/15/1999
Ascendant	Registration No.: 2451630	Registration Date: 05/15/2001
Ascendant	Application No.: 75/622,033	Filing Date: 01/16/1999
Ascendant	Registration No.: 2462321	Registration Date: 06/19/2001
Ascendant	Registration No.: 2451582	Registration Date: 05/15/2001
Ascendant	Application No.: 75/604, 729	Filing Date: 12/14/1998
Ascendant	Registration No.: 2498707	Registration Date: 10/16/2001
Best Practices.Better Decisions.Worldwise.Welcome	Registration No.: 2017429	Registration Date: 11/19/1996
Breakpoint Bpr	Registration No.: 1782890	Registration Date: 07/20/1993
Business Process Transformation	Registration No.: 1854284	Registration Date: 09/13/1994
Change Integration	Registration No.: 1742523	Registration Date: 12/22/1992
Change Integration	Registration No.: 1746575	Registration Date: 01/12/1993
Change Integration	Registration No.: 1895545	Registration Date: 05/23/1995
Change Integration	Registration No.: 1740663	Registration Date: 12/15/1992
Change Integration	Registration No.: 1742261	Registration Date: 12/23/1992
Change Integration	Registration No.: 1742479	Registration Date: 12/22/1992
Change Integration	Registration No.: 1768235	Registration Date: 04/27/1993
Changepro	Registration No.: 1919470	Registration Date: 09/19/1995
Changesuite	Registration No.: 2116597	Registration Date: 11/25/1997

TRADEMARK		
TITLE	APPLICATION/ REGISTRATION NUMBER	FILING DATE/ ISSUED DATE
Contemplate	Registration No.: 1660184	Registration Date: 10/08/1991
Cytrol	Registration No.: 1205206	Registration Date: 08/17/1982
Design For Excellence	Registration No.: 1641483	Registration Date: 04/16/1991
Drive Brand Strategy To The Retail Shelf	Registration No.: 2292325	Registration Date: 11/16/1999
E-Diagnostics	Application No.: 76/051,144	Filing Date: 05/18/2000
Eia	Application No.: 76/103,748	Filing Date: 08/04/2000
Erp Benefits Realization	Application No.: 75/732,961	Filing Date: 06/21/1999
Expresspac	Registration No.: 2466401	Registration Date: 07/03/2001
Full Value Procurement	Registration No.: 2358848	Registration Date: 06/13/2000
Gen Edge	Registration No.: 2430024	Registration Date: 02/20/2001
Global Retail Intelligencer	Registration No.: 2443134	Registration Date: 04/10/2001
Ice Sheet	Application No.: 75/491,119	Filing Date: 05/27/1998
Icecore	Application No.: 75/491,120	Filing Date: 05/27/1998
Ido	Registration No.: 1913720	Registration Date: 08/22/1995
Improvement Driven Organization	Registration No.: 1962760	Registration Date: 03/19/1996
K3eval	Registration No.: 2134534	Registration Date: 02/03/1998
Knowledge Accelerators	Application No.: 75/656/448	Filing Date: 03/09/1999
Knowledge Edge	Application No.: 75/838,247	Filing Date: 11/02/1999
Knowledge3	Registration No.: 2208088	Registration Date: 12/08/1998
Knowledgeedge	Application No.: 75/838,897	Filing Date: 11/02/1999

TRADEMARK		
TITLE	APPLICATION/ REGISTRATION NUMBER	FILING DATE/ ISSUED DATE
Knowledgeview	Registration No.: 2038073	Registration Date: 02/18/1997
Knowledgeview	Registration No.: 2011871	Registration Date: 10/29/1996
Management Horizons	Registration No.: 1319809	Registration Date: 12/02/1985
Management Horizons	Registration No.: 1128018	Registration Date: 12/18/1979
Market-Intelligent Enterprise	Registration No.: 2315044	Registration Date: 02/01/2000
Metacapitalism	Application No.: 76/042,515	Filing Date: 05/05/2000
Moneymining.Com	Registration No.: 2400172	Registration Date: 10/31/2000
Otms	Application No.: 75/228,981	Filing Date: N/A
Petrocore	Application No.: 76/040,370	Filing Date: 04/29/2000
Pharmaframework	Application No.: 75/833,190	Filing Date: 10/25/1999
Premas	Registration No.: 1976880	Registration Date: 05/28/1996
Premas Plus	Registration No.: 1976975	Registration Date: 05/28/1996
Profit Seeker	Registration No.: 2200363	Registration Date: 10/27/1998
Profit Seeker	Registration No.: 2200362	Registration Date: 10/27/1998
R.I.D.E.R.	Application No.: 75/499,964	Filing Date: 06/10/1998
Rapidimpact	Registration No.: 2306434	Registration Date: 01/04/2000
Rapidpath	Registration No.: 2183015	Registration Date: 08/18/1998
Real Teams	Registration No.: 2075891	Registration Date: 07/01/1997
Re-Engineering Center	Registration No.: 1750546	Registration Date: 02/02/1993
Retail Intelligence System	Registration No.: 1638327	Registration Date: 03/19/1991

TRADEMARK		
TITLE	APPLICATION/ REGISTRATION NUMBER	FILING DATE/ ISSUED DATE
S3 (Design)	Registration No.: 1591412	Registration Date: 04/10/1990
Seven Keys To Success	Application No.: 75/917,131	Filing Date: 02/11/2000
Strategic Enterprise Architecture	Registration No.: 2223945	Registration Date: 02/16/1999
Summit	Registration No.: 1721782	Registration Date: 10/06/1992
Summit (And Design)	Registration No.: 1741212	Registration Date: 12/22/1992
Summit Ascendant	Application No.: 75/710,754	Filing Date: 05/20/1999
Summit Ascendant	Application No.: 75/711,235	Filing Date: 05/20/1999
Summit Ascendant	Application No.: 75/711,234	Filing Date: 05/20/1999
Summit Ascendant	Application No.: 75/710,755	Filing Date: 05/20/1999
Summit Ascendant	Application No.: 75/711,216	Filing Date: 05/20/1999
There Are No Boundaries	Application No.: 75/744, 977	Filing Date: 07/07/1999
Totalogistics	Registration No.: 74/136,313	Registration Date: 02/04/1991
Unlocking Performance	Application No.: 75/488,837	Filing Date: 11/02/1998
Upstream.Downstream.Worldwise	Registration No.: 1935229	Registration Date: 11/14/1995
Value Chain Marketing	Registration No.: 2252124	Registration Date: 06/08/1999
Crn Accel	Application No.: 76/385,367	Filing Date: 03/21/2002
Ianalytics	Application No.: 76/275922	Filing Date: 06/21/2001
Reservepro	Registration No.: 2252898	Registration Date: 06/15/1999

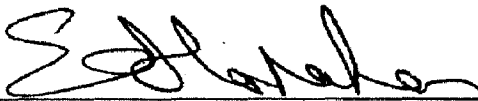
TRADEMARK		
TITLE	APPLICATION/ REGISTRATION NUMBER	FILING DATE/ ISSUED DATE
Hra And Design	Application No.: 74/797350	Filing Date: 07/20/1995
Hra And Design	Registration No.: 2004180	Registration Date: 10/01/1996
Hra And Design	Registration No.: 2011682	Registration Date: 10/29/1996
Hra And Design	Registration No.: 2002704	Registration Date: 09/24/1996
Hra And Design	Registration No.: 1995221	Registration Date: 08/20/1996
Affinity	Application No.: 75/384323	Filing Date: N/A
Monday	Application No.: 76/413,071	Filing Date: 5/29/2002
Monday	Application No.: 76/413,070	Filing Date: 5/29/2002
Monday	Application No.: 76/413,417	Filing Date: 5/29/2002
Monday	Application No.: 76/413,068	Filing Date: 5/29/2002
Monday	Application No.: 76/413,067	Filing Date: 5/29/2002
Monday	Application No.: 76/413,072	Filing Date: 5/29/2002
Newmonday	Application No.: 76/158,439	Filing Date: N/A
Newmonday.Com & Design	Application No.: 76/158,336	Filing Date: N/A
BUSINESS2EVERYTHING	Application No.: 76/360,778	Filing Date: 01/17/2002
DETERMINET	Registration No.: 2557819	Registration Date: 04/09/2002
ASCENDANT	Application No.: 1172733	N/A
DIGIHUB	Application No.: 1468933	N/A
EXPRESSPAC	Application No.: 1317403	N/A
K3EVAL	Application No.: 553230	N/A

TRADEMARK		
TITLE	APPLICATION/ REGISTRATION NUMBER	FILING DATE/ ISSUED DATE
MANAGEMENT HORIZONS	Application No.: 173880	N/A
MARKET-INTELLIGENT ENTERPRISE	1459296	N/A
REAL TEAMS	Application No.: 335356	N/A
RETAIL INTELLIGENCE SYSTEM	Application No.: 633875	N/A
SUMMIT ASCENDANT	Application No.: 1172436	N/A
UNLOCKING PERFORMANCE	Application No.: 1152362	N/A

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

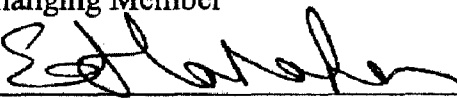
ASSIGNORS:

PRICEWATERHOUSECOOPERS LLP

By: 
Ellenore O'Hanrahan
Principal

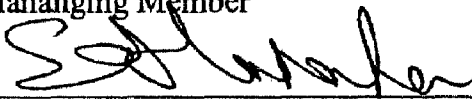
PRICEWATERHOUSECOOPERS HOLDINGS LLC

By: PRICEWATERHOUSECOOPERS LLP,
its Mananging Member

By: 
Ellenore O'Hanrahan
Principal

PRICEWATERHOUSECOOPERS CSG (US) LLC

By: PRICEWATERHOUSECOOPERS LLP,
its Mananging Member

By: 
Ellenore O'Hanrahan
Principal

PWC INVESTMENTS (FLORIDA) LLC

By: _____
Samuel P. Starr
Secretary and Treasurer

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNORS:

PRICEWATERHOUSECOOPERS LLP

By: _____
Ellenore O'Hanrahan
Principal

PRICEWATERHOUSECOOPERS HOLDINGS LLC

By: PRICEWATERHOUSECOOPERS LLP,
its Managing Member

By: _____
Ellenore O'Hanrahan
Principal

PRICEWATERHOUSECOOPERS CSG (US) LLC

By: PRICEWATERHOUSECOOPERS LLP,
its Managing Member

By: _____
Ellenore O'Hanrahan
Principal

PWC INVESTMENTS (FLORIDA) LLC

By: _____
Samuel P. Starr
Secretary and Treasurer

Acknowledgement by Notary Public

State of Florida

County of Palm Beach

On this 30 day of September 2002, before me, the undersigned Notary Public, personally appeared Samuel R. Stahl, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal: _____



Signature: Elaine P. Venturilli

Name: ELAINE P. VENTURILLI

_____, Notary Public

Acknowledgement by Notary Public

State of New York

County of New York

On this 1st day of October, 2002, before me, the undersigned Notary Public, personally appeared Ellenore O'Hanrahan, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal: _____

Signature: Lorraine E. Killheffer

Name: _____

_____, Notary Public

LORRAINE E. KILLHEFFER
Notary Public, State of New York
No. 60-4844885
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires June 30, 2003