

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607067

| | | | |
|---|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Insitum Consulting Inc. | | 09/16/2019 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Accenture LLP | | |
| Street Address: | 161 North Clark St. | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | Limited Liability Partnership: ILLINOIS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4421480 | INSITUM | |
| Registration Number: | 5733465 | DESIGNING A MORE HUMAN WORLD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4153920827 | | |
| <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: | 4153921960 | | |
| Email: | trademarkgroup@sideman.com | | |
| Correspondent Name: | Kelly P. McCarthy | | |
| Address Line 1: | One Embarcadero Center, Suite 2200 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | 9296-105 | | |
| NAME OF SUBMITTER: | Wanda Rojas | | |
| SIGNATURE: | /Wanda Rojas/ | | |
| DATE SIGNED: | 11/05/2020 | | |
| Total Attachments: 5 | | | |
| source=Accenture - Insight IP Assignment Agreement (INSITUM)#page1.tif | | | |
| source=Accenture - Insight IP Assignment Agreement (INSITUM)#page2.tif | | | |
| source=Accenture - Insight IP Assignment Agreement (INSITUM)#page3.tif | | | |
| source=Accenture - Insight IP Assignment Agreement (INSITUM)#page4.tif | | | |

CH \$65.00 4421480

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of September 16, 2019 (“**Effective Date**”), between Insitum Consulting Inc. (“**Assignor**”) and Accenture LLP (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Securities and Asset Purchase Agreement by and among Innovation Consulting Worldwide, S.L., a Spanish limited company (the “**Company**”), Assignor, Assignee, the individuals set forth on Schedule I thereto, and the persons listed on Schedule II thereto, dated as of August 11, 2019 (“**Purchase Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to purchase and assume from Assignee all of the Purchased Assets and Assumed Liabilities;

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire, among other things, Subsidiary Owned IP owned by Assignor, including the trademarks set forth on Schedule A (such trademarks, the “**Assigned Trademarks**”);

WHEREAS, Assignor is the registered owner of the Assigned Trademarks; and

WHEREAS, further in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to all Assigned Trademarks and any and all other Subsidiary Owned IP held by Assignor as of the Effective Date (such Assigned Trademarks and other Subsidiary Owned IP, the “**Assigned IP**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably and unconditionally assigns, conveys, delivers and transfers to Assignee all of Assignor’s rights, title and interest, if any, in and to (i) all Assigned IP (including the Assigned Trademarks), together with all goodwill associated therewith, without Assignor or its Affiliates retaining any right, title or interest, in each case to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor on the Effective Date if this assignment and sale had not been made, and (ii) all of Assignor’s rights to benefits, priority rights, privileges, causes of action, common law rights and remedies relating thereto throughout the world, including all rights to (A) apply for and maintain all applications,

registrations, renewals and extensions thereof, (B) sue, claim and recover for past, present and future infringement, misappropriation, or other violation of any Assigned IP (including any Assigned Trademarks) and (C) commercialize, exploit, and grant licenses or other interests therein.

2. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by the Company or Assignor with respect to the Assigned IP are set forth in the Purchase Agreement.

3. Without expanding the scope of Section 6.06 of the Purchase Agreement, Assignor agrees to sign all necessary papers and do all lawful acts reasonably requisite to give effect to or record the assignments, conveyances, and transfers to Assignee under this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns.

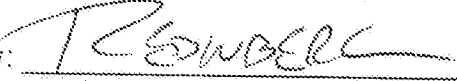
4. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

5. This 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.

[The remainder of this page has been intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

INSITUM CONSULTING INC.

By: 
Name: RIC EDINBERG
Title: PRESIDENT

ACCENTURE LLP

By: Accenture Inc., its managing partner

By: _____
Name: Ronald J. Roberts
Title: Secretary

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

INSITUM CONSULTING INC.

By: _____
Name:
Title:

ACCENTURE LLP

By: Ronald J. Roberts
Name: Ronald J. Roberts
Title: Secretary

Trademarks

| Nature | Title | Owner | Issuance, registration or application jurisdiction | Issuance, registration or application number | Issuance, registration or application date |
|---------------|------------------------------|-------------------------|---|---|---|
| Trademark | INSITUM | Insitum Consulting Inc. | United States Patent and Trademark Office USA | Registration number: 4421480 Serial number: 85876846 | 06-06-2019 |
| Trademark | Designing A More Human World | Insitum Consulting Inc. | United States Patent and Trademark Office USA | Registration number: 5733465 Serial number: 88120889 | 24-07-2019 |
| Trademark | IN/SITUM | Insitum Consulting Inc. | United States Patent and Trademark Office USA | Registration number: 4052651 Serial number: 85278352 | 08-11-2011 |