Form PTO-1595 (Rev. 07/05) QMB No. 0651-0027 (exp. 7/31/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Officer			
RECORDATION FO	ORM COVER SHEET			
PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
Mematrics Holdings Pty Limited	Name: Accenture Global Services GmbH			
	Internal Address:			
Additional name(s) of conveying party(les) attached? Yes 🗸 No	<u> </u>			
3. Nature of conveyance/Execution Date(s):	Street Address: Herrenacker 15			
Execution Date(s) January 1, 2008	8200 Schaffhausen			
Assignment Merger				
Security Agreement Change of Name	City:			
Joint Research Agreement	State:			
Government Interest Assignment	Country; Switzerland Zip;			
Executive Order 9424, Confirmatory License Other				
	Additional name(s) & address(es) attached? Yes V No			
A. Patent Application No.(s)	document is being filed together with a new application.  B. Patent No.(s)			
	6,934,748 7,308,497			
	7,306,487			
Additional numbers att	ached? Yes 7No			
5. Name and address to whom correspondence	6. Total number of applications and patents			
concerning document should be mailed:	involved: 2			
Name: Ashok Mannava	7. Total fee (37 CFR 1.21(h) & 3.41) \$_80			
Internal Address:	Authorized to be charged by credit card			
	Authorized to be charged to deposit account			
Street Address: 11240 Waples Mill Road	Enclosed			
	None required (government interest not affecting title)			
City: Fairfax	8. Payment Information			
State: VA Zip:22030	a. Credit Card Last 4 Numbers			
Phone Number:703_652_3822	Expiration Date			
Fax Number: 703-865-5150	b. Deposit Account Number 503280			
Email Address; ashokm@mannavakang.coA	Authorized User Name Ashok Mannava			
9. Signature:				
Signature	<u>July 10, 2008</u> Date			
. Ashok Mannaya	Total number of pages including cover			
Name of Person Signing	sheet, attachments, and documents:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450
PATENT

REEL: 021301 FRAME: 0186

### GENERAL DEED OF ASSIGNMENT

### of Intellectual Property Rights

relating to the Business of

**Memetrics Holdings Pty Limited** 

Memetrics Holdings Pty Limited Level 15 141 Walker Street North Sydney NSW 2060 Australia

(hereafter referred to as "Assignor")

and

Accenture Global Services GmbH Herrenacker 15 8200 Schaffhausen Switzerland

(hereafter referred to as "Assignee")

# NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# 1. ASSIGNMENT

In consideration of the sum of Adjusted Purchase Price (as hereinafter defined ) payable according to <u>Schedula 4</u>. Assignor hereby sells, assigns, transfers and conveys with effect from the Effective Date (in accordance with <u>Schedule 3</u>) and for the world wide territory to Assignee:

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- all the property, right, title and interest in the intellectual property rights vested
  in Assignor in accordance with <u>Schedule 1</u> ("Intellectual Property Rights"),
  free and clear of all liens and encumbrances other than those disclosed in
  <u>Schedule 1</u>; and
- ail rights of Assignor to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the Effective Date or occurs on or after the Effective Date.
- 1.2 To the extent that applicable law prevents the assignment of Intellectual Property Rights or parts thereof, this deed shall be construed as an irrevocable and perpetual exclusive license to Assignee to use, copy, modify and sublicense to any third party the respective Intellectual Property Rights or the unassignable parts thereof; and to provide Assignee substantially the same rights of paragraph 1.1 to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights.
- 1.3 Notwithstanding the foregoing, this assignment shall not constitute an assignment or attempted assignment of any agreement (or part thereof) if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of Assignor or Assignee, unless and until such consent has been granted. Assignor and Assignee covenant and agree that in any such case the beneficial interest in and to any such agreements (or the relevant part thereof) shall in any event pass hereby to Assignee. Assignor further covenants and agrees (i) to hold and hereby declare that they hold any and all such agreements (or the relevant part thereof) in trust for the benefit of Assignee, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with Assignee in any assignment or other reasonable arrangement designed to provide for Assignee the benefits of and under any such agreement.
- 1.4 Each party (i.e. Assignor or Assignee) shall be solely responsible for and pay all taxes due and arising on profits, gains or income in respect of their trading income, property or any other investment.
- 1.5 Consideration payable under this agreement shall be exclusive of any indirect taxes. Indirect taxes shall include, but not be limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Such taxes shall be payable in addition to the consideration due under this Agreement at the appropriate prevailing rate. Where Assignor is obliged by the local legislation to charge such indirect taxes, Assignee shall pay such taxes and the consideration to Assignor on the due date herein-mentioned provided that Assignor shall issue an invoice(s) as required in the local legislation to Assignee. This is irrespective of the obligations that Assignee may be required to comply with under the local legislation. Where Assignor is not obliged to charge indirect taxes under the local legislation, Assignor shall still provide Assignee with an invoice(s). Assignee shall take all relevant steps to account for indirect taxes as required by the local legislation. Assigner and Assignee shall take

all necessary steps to recover all eligible input VAT incurred on its costs. Assignor and/or Assignee (as appropriate) shall only be entitled pass on as part of the consideration due under this Agreement, an appropriate proportion of the irrecoverable input VAT incurred on costs related to the provision of supplied envisaged under this Agreement.

- 1.6 Where Assignee may be obliged to withhold tax from any payments due to Assignor, Assignee shall be entitled to withhold such tax and pay that over to the relevant tax authority. Assignee shall notify Assignor of this obligation and the rate of withholding tax. Where Assignor is entitled to exemption or benefit of a lower rate of withholding tax, Assignor and Assignee shall agree to withholding tax at a lower rate. Assignee shall provide Assignor with the appropriate withholding tax certificate(s) to evidence the amount of tax withhold at source. Both Assignee and Assignor shall co-operate with each to mitigate or minimize the impact of such withholding tax implications to either party.
- 1.7 Each Party shall be responsible for all and any taxes due on remuneration payable to its employees and/or subcontractors.
- 1.8 Each Party shall be responsible for all and any taxes due on their property.
- 1.9 The payment in <u>Schedule 4</u> includes all the payments owed by Assignee to Assignor related to the Intellectual Property Rights.

### 2. WARRANTIES

Assignor warrants, represents and undertakes to Assignee that:

- 2.1 Assignor is the beneficial owner with full title guarantee of the Intellectual Property Rights and has the unrestricted right to use and assign the same, free and clear of all liens and encumbrances other than those disclosed in <u>Schedule 1</u>:
- 2.2 To the best of Assignor's knowledge, information and belief, no third party has any rights in or claims upon any of the Intellectual Property Rights;
- 2.3 Assignor is entitled to sell and transfer its right, title and interest in and to the Intellectual Property Rights to Assignee on the terms set out in this Agreement;
- 2.4 Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or assigned, or granted, or agreed to grant any option or right of pre-emption in respect of, or offered for sale, its right title or interest in any of Intellectual Property Rights;
- 2.5 All licenses and alliances which entitle others to use the Intellectual Property Rights are listed in <u>Schedule 2</u>. All other obligations of Assignor (if any) relating to the Intellectual Property Rights are listed in <u>Schedule 2</u>. Assignee only assumes this obligations if this expressly provided for in <u>Schedule 2</u>.

2.6 Assignor agrees to reimburse and hold Assignee harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Assignors under this paragraph and vice versa.

# 3. DISCLOSURE OF INFORMATION

MANNAVA & KANG

- 3.1 Assignor shall observe (and shall ensure that its officers and employees shall observe) strict confidence in relation to the Intellectual Property Rights and shall not use the same and shall not divulge or communicate to any person or use or exploit for any purpose whatspever any of them, except as necessary to meet its obligations towards its licensees, third parties or under applicable laws or following binding court rulings. If Assignor intends to disclose Intellectual Property Rights or portions thereof as specified herein, it shall notify Assignee of this intention before disclosure.
- 3.2 This restriction shall continue to apply after the execution of this Deed without limit of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of Assignor or any such officer or employee.
- 3.3 Subsequent to the transfer of the Intellectual Property Rights to Assignee, Assignor shall not have the right to in any way make use of the Intellectual Property Rights except as may be set forth in the three global agreements signed between Assignor and Assignee on February 13, 2008, and effective as at January 1, 2008, namely (1) the "Entity Intellectual Property License", (2) the "Intellectual Property Services Agreement", and (3) "AGS Intellectual Property License" as they may be amended from time to time thereafter.

### 4. MORAL RIGHTS

Assignor hereby waives any right to be identified as the author of the Intellectual Property Rights and any right to object to derogatory treatment of the Intellectual Property Rights and confirms that all moral rights in respect of them have been waived by all former owners of such rights.

### 5. FURTHER ASSISTANCE

- Assignor further covenants that it will execute all documents, papers, forms and authorizations and depose to or swear all declarations and oaths and do all such things as Assignce may reasonably require to secure for Assignce the full benefit of the rights assigned under this Agreement.
- 5.2 Assignor hereby irrevocably appoints Assignee as its attorney in its name to execute
  any document and do any act or thing which may be necessary to fulfill its obligations
  towards third parties under this Agreement.

#### 6. NOTICES

Unless otherwise agreed, all notices, instructions and other communications to be given to a party under this Agreement shall be given to the electronic mail address (confirmed if requested) or facsimile number (confirmed if requested) and to the individual or department nominated by the relevant party and notified to the other party from time to time. Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

# 7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

### 8. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.

# APPLICABLE LAW AND ARBITRATION

- 9.1 This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of Switzerland.
- 9.2 Nothing in this Agreement shall override a mandatory law of a particular country which the laws of that country prescribe must apply in a particular situation notwith-standing the choice of Swiss law to govern this Agreement.
- Any disputes arising under or on connection with this Agreement shall be referred to and finally determined by arbitration in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce in force at the time when the arbitration is initiated. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Zurich, Switzerland. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be binding on the parties and may be enforced by the prevailing Party in any court of competent jurisdiction.

#### 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties to It on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

In Wirness Whereof the Parties have caused the Agreement to be duly executed by their respective authorised officers as of the Effective Date.

Mometrics Holdings Pty Limited

Represented by:

Name: Robert A. Hohnen

Title: Director and Secretary

Location:

Level 15

141 Walker Street

North Sydney NSW 2060

Australia

Accenture Global Services GmbH

Represented by:

Name: Christiane Riess

Title: Director of Operations

Location:

Herrenbeker 15 8200 Schaffhausen

Switzerland

Name: Thomas Kretschmer

Title: Intellectual Property Counsel

Location:

Herrenacker 15 8200 Schaffhausen

Switzerland

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Memetrics Holdings Pty Limited

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Name: Robert A. Hohnen

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141 Walker Street North Sydney NSW 2060

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Name: Christiane Riess

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Location:

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Switzerland

Name: Thomas Kretschmer

Title: Intellectual Property Counsel

Location:

Herrenacker 15 8200 Scheffhausen

Switzerland

P. 011/014 JUL-28-2008(MON) 12:11 MANNAVA & KANG (FAX)7038655150

### SCHEDULE 1

# Intellectual Property Rights:

All intellectual and industrial property rights owned or used by Assignor or which is reasonably required to carry on its business, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, plant breeder varieties rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefore, in each case in any part of the world;

REEL: 021301 FRAME: 0194

On-Line Experimen- tetion	An outomated system for experimenta- tion includes an experiment engine which can define an experiment relating to various treatments for a set of con- tent elements. The experiment engine conducts the experiment over a data network. An observation module collects observation data relating to user behav- ior for each treatment. A script- ing/scheduling engine coordinates the operation of the experiment engine and the observation module.	Patent 7,308,497 Issued December 11, 2007	us
Automated On-line Experimentation to Measure Users' Be- havior to Trantment for a Set of Content Elements	An automated system for experimentation includes an experiment engine which can define an experiment relating to various treatments for a set of content elements. The experiment engine conducts the experiment over a data network. An observation module collects observation data relating to user behavior for each treatment. A scripting/scheduling engine coordinates the	Patent 6,934,748 Issued August 23, 2005	us

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PATENT REEL: 021301 FRAME: 0195 MANNAVA & KANG

(FAX)7038655150

SCHEDULE 3

Effective Date

JUL-28-2008(MON) 12:11 MANNAVA & KANG (FAX)7038655150 P.014/014

Effective Date: January 1, 2008

REEL: 021301 FRAME: 0197

RECORDED: 07/28/2008