

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Joseph S. Bottom	06/11/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Accenture Global Services GmbH
<b>Street Address:</b>	Herrenacker 15
<b>City:</b>	Schaffhausen
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	CH-8200
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12483645
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<b>ATTORNEY DOCKET NUMBER:</b>	10022-1541
<b>NAME OF SUBMITTER:</b>	Eric D. Cohen
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**PATENT**  
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## ASSIGNMENT SOLE

THIS ASSIGNMENT, by Joseph S. Bottom (hereinafter referred to as the "Assignor"), residing at c/o Accenture Marketing Sciences, 560 Mission St., Suite 1200, San Francisco, CA 94105, witnesseth:

WHEREAS, said Assignor has made the invention(s) described in the United States patent application entitled SYSTEM AND METHOD FOR TOP-DOWN PERFORMANCE OPTIMIZATION USING ELASTICITY MODELING, which was filed on \_\_\_\_\_, which bears Serial No. \_\_\_\_\_, or which has an oath or declaration executed by the Assignor on the same date as the Assignor's signature for this Assignment; and

WHEREAS said Assignor has obligations with one or more Country Companies within the Accenture Organization (comprising Accenture Limited, Accenture SCA and their subsidiaries) to assign inventions to such Country Companies and/or other entities as such Country Companies designate; and

WHEREAS each such Country Company within the Accenture Organization has entered into contractual arrangements pursuant to an Intellectual Property Services Agreement with Accenture Global Services GmbH, a limited liability company duly organized under and pursuant to the laws of Switzerland as a judicial person, and having a place of business at Herrenacker 15, CH-8200 Schaffhausen, Switzerland (hereinafter referred to as either "AGS" or the "Assignee"), to authorize immediate assignment or to immediately assign to AGS all inventions, patent applications, Letters Patent or Patents and other intellectual property developed by such Country Company and its employees, agents, consultants and others; and

WHEREAS, pursuant to these arrangements AGS is desirous of acquiring the entire right, title and interest in and to said inventions, said application for Letters Patent, all corresponding patent applications, and in and to any Letters Patent or Patents obtained therefore or thereon in the United States or in any other country;

NOW, THEREFORE, for good, valuable and legally sufficient consideration for the Assignor, the receipt of which is hereby acknowledged by the Assignor, said Assignor has sold, assigned, transferred and set over, and as demonstrated by this Assignment does sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in and to the above-mentioned inventions, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor or thereon, and in and to any and all divisions, continuations and continuations-in-part of any such application, or reissues, reexaminations, renewals and extensions of said Letters Patent or Patents; and the full right to claim for any such applications all benefits and priority rights under any applicable convention, treaty or legislation, and the right of Assignee to sue and obtain relief, including damages, profits and an injunction, for any infringement occurring before or after issuance of said Letters Patent or Patents; the same to be held and enjoyed for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

For the above-recited consideration, the Assignor hereby covenants, warrants and agrees that, at the time of execution and delivery of this Assignment, (s)he is a lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

For the above-recited consideration, the Assignor hereby covenants and agrees to execute and deliver to the Assignee, its successors, legal representatives or assigns, all papers and documents that may be required to carry out the terms of this Assignment, and take all lawful oaths, provide testimony, and do all lawful acts necessary or required to be done to reasonably assist said Assignee, its successors, legal representatives or assigns in any interference, litigation or other proceeding in any country concerning or in connection with any inventions, patent applications, Letters Patent or Patents assigned hereunder; or for the prosecution, procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions and patent applications, or to carry out the terms of this Assignment, or vest in the Assignee, its successors and assigns, exclusive title in and to all inventions, patent applications, Letters Patent or Patents assigned hereunder, without further compensation from said Assignee, its successors, legal representatives or assigns, except for reasonable costs and expenses of the Assignor incident to

such assistance and approved in writing by said Assignee, its successors, legal representatives or assigns before any such costs or expenses are incurred.

Assignor grants Assignee a limited power of attorney to execute, or have executed, for or on behalf of Assignor, whatever papers are required to file or prosecute patent applications and obtain U.S. and foreign patent rights for the invention(s) assigned herein, with the understanding and agreement that the exercise of this limited power of attorney by Assignee or its attorneys or representatives gives the Assignor no rights with respect to anything assigned hereunder, nor establishes any attorney-client relationship between Assignor and Assignee or Assignor and any attorney working on behalf of Assignee. Assignor also agrees that there is no actual or implied attorney-client relationship between Assignor and any attorney of Assignee, its affiliates, subsidiaries or parent companies, by virtue of the preparation and prosecution of any U.S. or foreign applications for patents hereunder, any employment or consulting relationship between Assignor and Assignee or any other company, or by virtue of this Assignment or any term thereof.

Said Assignor hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent or Patents of the United States to AGS as the Assignee of said inventions, patent applications and the Letters Patent or Patents to be issued thereon for the sole use of AGS, its successors and assigns in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this Assignment.

6/11/09  
Date

Joseph S. Bottom  
Joseph S. Bottom