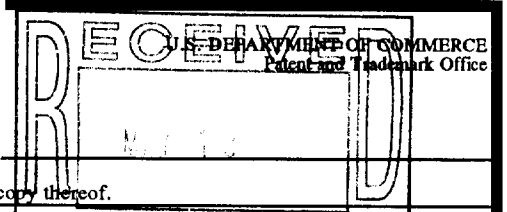


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5.13.99

05-19-1999



101041057



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

1. Name of conveying party(ies): Renaissance Worldwide, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - Massachusetts  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: NATIONSBANK, N.A.  
Internal Address: 901 Main Street  
Street Address: 901 Main Street  
City: Dallas State: Texas ZIP: 75202

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Effective Date: February 24, 1999

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National banking association

Effective Date: February 24, 1999  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/414,444 75/414,445 75/452,382

B. Trademark Registration No.(s)  
1,792,872

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:  
K. KaRan Reed  
Street Address:  
Jenkins and Gilchrist, P.C.  
1100 Louisiana Street, Suite 1800  
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447  
(Attach duplicate copy of this page if paying by deposit account)

05/18/1999 JSHABAZZ 00000246 75414444

01 FC:481 40.00 PP  
01 FC:482 75.00 PP

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.*

K. KaRan Reed                      [Signature]                      5/10/99  
Name of Person Signing                      Signature                      Date

Attorney Docket:46715-00068

Total number of pages comprising cover sheet: 1

Date of Deposit May 10, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle  
Sallie Carlisle

Schedule 1  
to  
Trademark Security Agreement

Renaissance Worldwide, Inc.

Trademarks, trademark registrations, and trademark applications:

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
The Registry, Inc. (n/k/a Renaissance Worldwide, Inc.)	USA	"R THE REGISTRY and design"	Reg. No. 1,792,872	9/14/93	9/14/2003	Uses relating to personnel recruitment and placement services.
Renaissance Worldwide, Inc. (through assignment from The Registry, Inc	USA	"RENAISSAN CE"	Appl. No. 75/414,444	1/6/98	1/6/08	Uses relating to computer software and services.
Renaissance Worldwide, Inc. (through assignment from The Registry, Inc	USA	"RENAISSAN CE"	Appl. No. 75/414,445	1/6/98	1/6/08	Use relating to management consulting.
Renaissance Worldwide, Inc.	USA	"KNOWLEDGE ENABLED SELLING"	Appl. No. 75/452,382	3/18/89	3/18/08	Information technology and general business management consulting.

Schedule 1  
to Trademark  
Security Agreement

**FEDERAL TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods

**STATE TRADEMARKS**

Owner of Record	Trademark	State	Serial No.	Filing Date
None				

**TRADEMARK LICENSES**

Agreement	Parties	Date of Agreement
None		

TRADEMARK SECURITY AGREEMENT

(Renaissance Worldwide, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between RENAISSANCE WORLDWIDE, INC., a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts ("Debtor"), and NATIONSBANK, N.A., a national banking association ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of February 24, 1999 (as amended, restated, or otherwise modified, the "Credit Agreement") among Debtor, Secured Party, NationsBanc Montgomery Securities LLC and each of the "Lenders" party thereto.

R E C I T A L S:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of February 24, 1999 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent assignable, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b)

injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 24 day of February, 1999.

DEBTOR:

RENAISSANCE WORLDWIDE, INC.  
a Massachusetts corporation

By: Robert E. Foley  
Name: Robert E. Foley  
Title: CFO

SECURED PARTY:

NATIONSBANK, N.A.,  
as Administrative Agent

By: Timothy M. O'Connor  
Name: Timothy M. O'Connor  
Title: VP

ACKNOWLEDGMENT

STATE OF MASS )  
 )  
COUNTY OF Suffolk )

This instrument was acknowledged before me this 24<sup>th</sup> day of February, 1999, by Robert Foley, as CFO of Renaissance Worldwide, Inc., a Massachusetts corporation, on behalf of such company.

{Seal}

[Signature]  
Notary Public in and for the State of Massachusetts

My commission expires: March 13, 2003

STATE OF MASS )  
 )  
COUNTY OF Suffolk )

This instrument was acknowledged before me this 24<sup>th</sup> day of February, 1999, by Timothy O'Connor, as VP of NationsBank, N.A., a national banking association, on behalf of such bank.

{Seal}

[Signature]  
Notary Public in and for the State of Massachusetts

My commission expires: March 13, 2003