

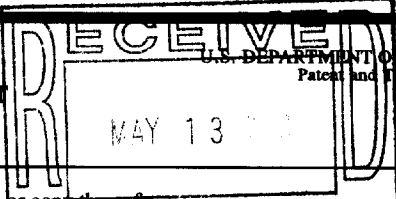
05-19-1999

MRD 5-13-99



101039461

SHEET



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

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

- Individual(s)
 - General Partnership
 - Corporation - Delaware
 - 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

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Effective Date: February 24, 1999

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

A. Trademark Application No.(s)

75/429,046

B. Trademark Registration No.(s)

2,091,429 1,756,559

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):

\$ 90.00

- 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)

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

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

Attorney Docket:46715-00068

(05/18/1999 JSHABAZZ 00000243 75429046)
 01 FC:481 40.00 DP
 02 FC:482 50.00 DP

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.

Elui Carlisle
Elui Carlisle

TRADEMARK SECURITY AGREEMENT
(Renaissance Government Solutions, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between RENAISSANCE GOVERNMENT SOLUTIONS, INC., a corporation duly organized and validly existing under the laws of the State of Delaware ("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 Renaissance Worldwide, Inc., Secured Party, NationsBanc Montgomery Securities LLC and each of the "Lenders" party thereto.

RECITALS:

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 GOVERNMENT SOLUTIONS, INC., a Delaware corporation (and successor by assignment to Ficke and Associates, Inc.)

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

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 2nd day of February, 1999, by Robert E. Foley, as VP of Renaissance Government Solutions, Inc., a Delaware 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 2nd 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

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

Loan Parties

Trademarks, trademark registrations, and trademark applications:

| TRADEMARKS | | | | | | | |
|-------------------------------|-------------------------|--------------------------|---------------------------------|-------------|-----------------|--|--|
| Owner of Record | Country of Registration | Trademark | Application or Registration No. | Filing Date | Expiration Date | Goods | |
| The Hunter Group, Inc. | USA | "THE HUNTER GROUP" | Reg. No. 2,131,007 | 1/20/98 | 1/20/08 | Use relating to employment agency services. | |
| Neoglyphics Media Corporation | USA | "AMERICAN DREAMS" | Reg. No. 2,048,752 | 4/1/97 | 4/1/07 | Use relating to multiple-user acces to a global computer network for online ordering of goods of others. | |
| Neoglyphics Media Corporation | USA | "NEOGLYPHICS" | Reg. No. 2,094,586 | 9/9/97 | 9/9/07 | Dissemination of advertising for others via on line communications and providing computer programming consulting services. | |
| Neoglyphics Media Corporation | USA | "NEOGLYPHICS and design" | Reg. No. 2,086,836 | 8/12/97 | 8/12/07 | Dissemination of advertising for others via on line communications and providing computer programming consulting services. | |
| Neoglyphics Media Corporation | USA | "NEOSTATS" | Reg. No. 2,114,114 | 8/18/97 | 8/18/07 | Use relating to computer software for compilation of statistics. | |
| Neoglyphics Media Corporation | USA | "AURA" | Reg. No. 2,157,199 | 5/12/98 | 5/12/08 | Use relating to electronic transmission and receipt of information and documents via computers. | |

TRADEMARKS

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|---|-----|--|----------------------|----------|----------|--|
| Ficke and Associates (now Renaissance Government Solutions, Inc.) | USA | "IPAT" | Reg. No. 2,091,429 | 8/26/97 | 8/26/07 | Use relating to computer consulting services, namely, design, development and implementation of computerized systems to provide access to public information. |
| Ficke and Associates (now Renaissance Government Solutions, Inc.) | USA | "RIMS RESPONSE INFORMATION MANAGEMENT SYSTEM and design" | Reg. No. 1,756,559 | 3/9/93 | 3/9/03 | Uses relating to computer programs that provide call routing, prerecorded customer-specific information, access to customer's computer database(s) voice message and document retrieval as well as corresponding information displayed on screens. |
| International Systems Services Corporation (now merged into Renaissance Worldwide Strategy, Inc.) | USA | "ISS" | Reg. No. 1,766,145 | 4/20/93 | 4/20/03 | Uses relating to acquisition and merger consultation, computerized database management, computer consultation, computer programming, and computer software design. |
| The Hunter Group, Inc. | USA | "CONCEPT TO COMPLETION" | Appl. No. 75/391,185 | 11/17/97 | 11/17/07 | Use relating to consulting services in the field of planning, design and implementation of information systems. |
| The Hunter Group, Inc. | USA | "PERFORM" | Appl. No. 75/375,416 | 11/17/97 | 11/17/07 | Uses relating to Consulting Services, Vision and Strategy. |
| The Hunter Group, Inc. | USA | "THE HUNTER GROUP" | Appl. No. 75/235,220 | 2/3/97 | 2/3/07 | Uses relating to consulting services in the field of information management consulting services, vision and strategy. |
| Neoglyphics Media Corporation | USA | "NEO STATS and design" | Appl. No. 75/600,521 | | | Uses relating to computer software for compilation of statistics. |

TRADEMARK

REEL: 001898 FRAME: 0346

TRADEMARKS

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| Neoglyphics Media Corporation | USA | "N and design" | Appl. No. 75/242,406 | 2/18/97 | 2/18/07 | Uses relating to providing computer programming consultation services. |
| Neoglyphics Media Corporation | USA | "MINDING THE BUSINESS OF THE INTERNET" | Appl. No. 75/355,215 | 9/11/97 | 9/11/07 | Uses relating to dissemination of advertising for others via an on-line communications network and providing computer programming consultation services. |
| Neoglyphics Media Corporation | USA | "N NEOGLYPHICS and design" | Appl. No. 75/214,792 | 7/22/97 | 7/22/07 | Uses relating to computer software for automated processing of database queries. |
| Neoglyphics Media Corporation | USA | "NEOFORMS and design" | Appl. No. 75/214,794 | 12/17/96 | 12/17/06 | Uses for computer software for automated data processing, namely, the automated reconfiguration and routing of data received over computer networks. |
| Neoglyphics Media Corporation | USA | "NEOFORMS" | Appl. No. 75/214,795 | 12/17/96 | 12/17/06 | Uses for computer software for automated data processing, namely, the automated reconfiguration and routing of data received over computer networks. |
| Neoglyphics Media Corporation | USA | "WEBMART" | Appl. No. 75/710,788 | 8/3/95 | 8/3/05 | Uses relating to dissemination of advertising for others via an on-line electronic communications network and providing an on-line service for retail sales and transfer and dissemination of a wide range of information. |
| Ficke and Associates, Inc. | USA | "ACCESSNET" | Appl. No. 75/429,046 | 2/5/98 | 2/5/08 | Uses relating to networked client-server platform for public sector agencies. |

TRADEMARKS

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|---------------------|----------|-------|--------------|---------|---------|---|
| McClain Group, Inc. | Virginia | "MGI" | VA3000000171 | 4/28/94 | 4/28/04 | Uses relating to general change management, technology management and operations consulting services. |
|---------------------|----------|-------|--------------|---------|---------|---|