

03-04-2002

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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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.

2.6.02

- Individual(s)
- General Partnership
- Corporation-State **Massachusetts**
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **12/11/01**

2. Name and address of receiving party(ies)

Name: **The CIT Group/Business Credit, Inc**

Internal Address: **Suite 150**

Street Address: **1200 Ashwood Parkway**

City: **Atlanta** State: **GA** Zip: **30338**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- Other



02-06-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #01

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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) _____
See attached schedule

B. Trademark Registration No.(s) _____
See attached schedule

Additional number(s) attached Yes No

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

Name: **Robert H. G. Lockwood**

Internal Address: **Smith, Gambrell & Russell, LLP**

Suite 3100, Promenade II

Street Address: **1230 Peachtree St., N.E.**

City: **Atlanta** State: **GA** Zip: **30309-3592**

6. Total number of applications and registrations involved: **12**

7. Total fee (37 CFR 3.41).....\$ **315.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert H. G. Lockwood

Name of Person Signing

Signature

2/6/02

Date

Total number of pages including cover sheet, attachments, and document: **12**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/01/2002 TBIAZ1 00000063 2172086

01 FC:481 40.00 OP
02 FC:482 275.00 OP

TRADEMARK
REEL: 002452 FRAME: 0503

TRADEMARKS**RENAISSANCE WORLDWIDE, INC.**

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
RENAISSANCE	7-24-01 App. Date 06-01-98 (Suspended)	2,172,086 75/41445
E-CONCEPT TO E-COMPLETION	04-28-00 <i>To be abandoned</i>	Ser. No. 76/036481 <i>To be abandoned</i>
CONCEPT TO COMPLETION	03-02-99	2,227,879
KNOWLEDGE-ENABLED SELLING	09-07-99	2,276,873
R THE REGISTRY and design	09-14-93	1,792,872
E-SOURCE	App. Date 01-21-99	Ser. No. 75/625405
EBUSINESS SCORECARD	App. Date 09-30-01 <i>To be abandoned</i>	Ser. No. 76/132151 <i>To be abandoned</i>
EVISIONING WORKSHOP	App. Date 09-19-00 <i>To be abandoned</i>	Ser. No. 76/132152 <i>To be abandoned</i>
RENAISSANCE	7-14-98 App. Date 01-06-98 (Suspended) App. Date 01-06-98 (Suspended)	2,172,086 75/41445 75/41444

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 11, 2001 by **AQUENT, INC.**, a Massachusetts corporation ("Aquent"), **RENAISSANCE WORLDWIDE, INC.**, a Massachusetts corporation ("Renaissance"), **RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.**, a Delaware corporation ("ITCS"), and **GOVCONNECT, INC.**, a Delaware corporation ("GovConnect"), (each a "Grantor," and collectively the "Grantors") in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among Grantors, the other Borrowers (as defined therein), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers; and

WHEREAS, the each Grantor is the owner of all of the trademark applications and registrations as set forth opposite such Grantor's name on Schedule 1 hereto (the "Intellectual Property");

WHEREAS, Agent and Lenders are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Agreement:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY. The Grantors hereby grant to Agent, on behalf of itself and Lenders, subject to the limitations in the definition of Collateral, as set forth in the Loan Agreement, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral");

(a) all of each Grantor's Intellectual Property and Intellectual Property Licenses to which such Grantor is a party including those referred to on Schedule 1 hereto;

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(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Grantor's Intellectual Property and Intellectual Property Licenses; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Intellectual Property or Intellectual Property licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Intellectual Property or any Intellectual Property licensed under any Intellectual Property License.

2. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Event of Default under the Loan Agreement or any other Loan Document shall have occurred and is continuing, such Grantor hereby irrevocably constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or Agent's own name or the name of Agent's designee, such power being coupled with an interest is irrevocable, upon the occurrence of and during the continuance of an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, including any state and county filing offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Intellectual Property (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on Schedule 1 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of such Grantor to Agent, due and payable immediately, without demand, with any proceeds of such actions to be applied by Agent directly to the obligations of Grantor.

Nothing herein or in the Assignment shall constitute a current assignment or transfer of any Intellectual Property.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AQUENT, INC.

By: *John H. Chuang*
Name: John H. Chuang
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
COUNTY OF Suffolk) ss.

On this 11 day of December, 2001 before me personally appeared John Chuang, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aquent, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

[Signature]
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: *John F. Boker*
Name: _____
Title: _____

RENAISSANCE WORLDWIDE, INC.

By: John H. Chuang
Name: John H. Chuang
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 11 day of December, 2001 before me personally appeared John Chuang, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Renaissance Worldwide, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} [Signature]
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: [Signature]
Name: _____
Title: _____

By: [Signature]
Name: John H. Chuang
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 11 day of December, 2001 before me personally appeared John Chuang, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Renaissance Worldwide IT Consulting Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

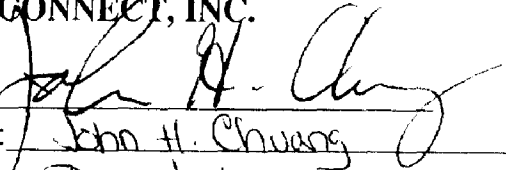
[Signature]
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: [Signature]
Name: _____
Title: _____

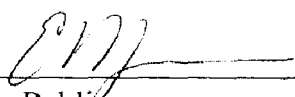
GOVGONNECT, INC.

By: 
Name: John H. Chuang
Title: President

ACKNOWLEDGMENT OF GRANTOR

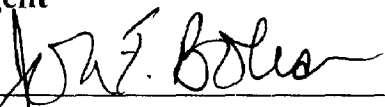
STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 11 day of December, 2001 before me personally appeared John Chuang, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GovConnect, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} 
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

**THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent**

By: 
Name: _____
Title: _____

TRADEMARKS

AQUENT, INC.

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
MACTEMPS	10-11-88	1,508,530
ENTERPRISE	06-11-96	1,980,296
PORTFOLIO	01-28-97	2,033,328
PORTFOLIO & Design	12-17-96	2,023,210
1-800-MACTEMPS	07-2-96	1,984,020
1-800-NETWORK	06-18-96	1,981,040
MACSTAFFING	03-25-97	2,048,025
MONTAGE	11-19-96	2,017,452
MONTAGE (Stylized)	11-19-96	2,017,453
PC TEMPS	04-20-99	2,240,119
WEBSTAFF	07-28-98	2,177,541
WEB-STAFF	03-16-99	2,233,009
JOBALERT	07-02-00	2,364,941
MACTEMPS	12-15-98	2,210,783
MACTEMPS (Stylized)	12-15-98	2,210,784
AQUENT (Cl. 35)	10-26-99	2,289,555
AQUENT (Cl. 36)	09-19-00	2,388,801
AQUENT (Cl. 41)	11-28-00	2,409,082
SKILL.COM (Cl. 35)	09-26-00	2,389,303
MISC. DESIGN (man) cl. 35	10-17-00	2,396,468
AQUENT (Stylized) cl. 35	05-22-01	2,453,764
AQUENT (Stylized) (cl. 41)	12-12-00	2,413,056
TALENTFINDER	02-20-01	2,429,448
FAST CASH (Supp.)	09-11-01	2,489,610
NEWD (Cl. 41)	12-19-00	2,414,191
NEWD (Cl. 41)	12-19-00	2,414,189
NEW ENGLAND WEB DESIGN AWARDS (Supp.)	08-28-01	2,484,005
NEW ENGLAND WEB DESIGN AWARDS (Supp.)	07-24-01	2,472,538
WEBPEOPLE	App. Date 09-25-97	Ser. No. 75/363,155
WEBSOURCE	App. Date 09-25-97	Ser. No. 75/362,998
WEBRESOURCES	App. Date 09-25-97	Ser. No. 75/362,997
INDEPRO	App. Date 02-17-98	Ser. No. 75/435,516
AQUENT (Cl. 36)	App. Date 02-17-99	Ser. No. 75/435,515
MISC. DESIGN (man) cl. 36	App. Date 2-10-99	Ser. No. 75/637,425
AQUENT & Des. (Cl. 36)	App. Date 02-10-99	Ser. No. 75/637,434
1099	App. Date 01-28-00	Ser. No. 75/904,760

RENAISSANCE WORLDWIDE, INC.

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
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<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
RENAISSANCE	7-24-01 App. Date 06-01-98 (Suspended)	2,172,086 75/41445
E-CONCEPT TO E-COMPLETION	04-28-00 <i>To be abandoned</i>	Ser. No. 76/036481 <i>To be abandoned</i>
CONCEPT TO COMPLETION	03-02-99	2,227,879
KNOWLEDGE-ENABLED SELLING	09-07-99	2,276,873
R THE REGISTRY and design	09-14-93	1,792,872
E-SOURCE	App. Date 01-21-99	Ser. No. 75/625405
EBUSINESS SCORECARD	App. Date 09-30-01 <i>To be abandoned</i>	Ser. No. 76/132151 <i>To be abandoned</i>
EVISIONING WORKSHOP	App. Date 09-19-00 <i>To be abandoned</i>	Ser. No. 76/132152 <i>To be abandoned</i>
RENAISSANCE	7-14-98 App. Date 01-06-98 (Suspended) App. Date 01-06-98 (Suspended)	2,172,086 75/41445 75/41444

GOVCONNECT, INC.

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
GOVCONNECT	App. Date 01-31-01	Ser. No. 76/202519
GOVCONNECT and design	App. Date 01-31-01	Ser. No. 76/202518
IPAT	08-26-97	2,091,429
STRATEGIC FEEDBACK SYSTEMS	07-15-97	2,079,833

ITCS

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
TRADENET360	App. Date 01-30-01	Ser. No. 76/201351
TRADENET360 and design	App. Date 01-30-01	Ser. No. 76/201352

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY AND GOODWILL

THIS ASSIGNMENT dated the ___ day of December, 200_ from **AQUENT, INC.**, a Massachusetts corporation ("Aquent"), **RENAISSANCE WORLDWIDE, INC.**, a Delaware corporation ("Renaissance"), **RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.**, a Delaware corporation ("ITCS"), and **GOVCONNECT, INC.**, a Delaware corporation ("GovConnect") (each an "Assignor" and collectively the "Assignors"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignors are the owners of certain U.S. and state trademark applications and registrations, as listed in Schedule 1 hereto ("Intellectual Property"); and

WHEREAS, Assignee desires to obtain for the Lenders all of each Assignor's right, title and interest in all such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby grants, assigns and conveys, effective while an Event of Default (as defined in the Loan Agreement) continues, to Assignee, its successors and assigns, the entire right, title and interest of such Assignor in and to the Intellectual Property, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Intellectual Property. Each Assignor acknowledges that it has granted Assignee the right to secure the assets of Assignors associated with the business symbolized by the Intellectual Property, under separate agreement.

Each Assignor further agrees to execute such further instruments and documents and perform such further acts as may be reasonably necessary to secure to Assignee the rights herein conveyed.

AQUENT, INC.

By: _____
Name: _____
Title: _____

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TRADEMARK
REEL: 002452 FRAME: 0513

RENAISSANCE WORLDWIDE, INC.

By: _____

Name: _____

Title: _____

RENAISSANCE WORLDWIDE IT
CONSULTING SERVICES, INC.

By: _____

Name: _____

Title: _____

GOVCONNECT, INC.

By: _____

Name: _____

Title: _____

CORP/839610.3