

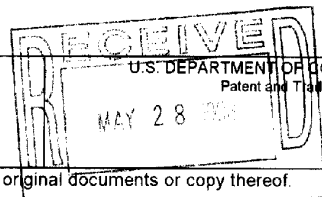
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To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):

Gartner Group, Inc.
56 Top Gallant Road
Stamford, CT 06904

- Individual(s)
 - General Partnership
 - Corporation-State New York
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

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

Name: **RB Research Acquisition, Inc.**

Internal Address: _____

Street Address: **56 Top Gallant Road**

City: **Stamford** State: **CT** ZIP **06904**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

3. Nature of conveyance:

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

Execution Date: **May 18, 1998**

Other _____

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)

B. Trademark registration No.(s)

1,737,310

Additional numbers attached? Yes No

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

Name: **Patricia C. Gagnon**

Internal Address: **Shipman & Goodwin LLP**

Street Address: **One American Row**

City: **Hartford** State: **CT** Zip: **06103**

6. Total number of applications and registrations involved: -----

1

7. Total fee (37 CFR 3.41): ----- **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.

Patricia C. Gagnon

Name of Person Signing

Signature

5/21/98

Date

Total number of pages comprising cover sheet

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C., 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D. C. 2053.

TRADEMARK

REEL: 1732 FRAME: 0575

SUBSCRIPTION AND ASSIGNMENT AGREEMENT

WHEREAS, Gartner Group, Inc. ("Assignor") purchased certain assets and liabilities of The Research Board, Inc. pursuant to an Asset Purchase Agreement dated as of May 18, 1998 (the "Purchase Agreement"); and

WHEREAS, Assignor wishes to transfer said assets and liabilities to RB Research Acquisition, Inc. ("Assignee"), a Delaware corporation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Subscription. Assignor hereby subscribes for Three Thousand (3,000) shares of Common Stock of Assignee, par value \$.01 per share.

2. Consideration. In exchange for Assignee's shares, Assignor hereby contributes to Assignee all of the assets purchased by Assignor pursuant to the Purchase Agreement, and Assignor does hereby grant, bargain, sell, transfer, convey, assign and deliver to Assignee, its successors and assigns, as of the date hereof, all of Assignor's right, title and interest, of whatever kind and character, in and to said assets and all other rights and benefits of Assignor under the Purchase Agreement and related documents (including without limitation an Escrow Agreement and related real property leases).

3. Assumption. Assignee hereby assumes all obligations and liabilities of Assignor as holder of the assets, and such rights and benefits, and all obligations and liabilities, of Assignor under and pursuant to the Purchase Agreement and related documents. It is expressly understood that Assignee shall in no event assume or be liable for any of the obligations or liabilities of Assignor of any kind or nature other than those specifically assumed by Assignee under this paragraph.


This Subscription and Assignment Agreement shall be deemed to have been executed and delivered in the State of Connecticut and shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of such State.


IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be duly executed as of May 18, 1998.

GARTNER GROUP, INC.

RB RESEARCH ACQUISITION, INC.

(to be renamed "The Research Board, Inc.")

By: 
Michael Fleisher
Executive Vice President

By: 
Michael Fleisher
Vice President