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To the Honorable Commissioner of Patents and Trademarks. Please record the att	
1. Name of conveying party(ies): Renaissance Worldwide, Inc.	2. Name and address of receiving party(ies):
□ Individual(s) □ Association □ General Partnership □ Limited Partnership □ Corporation - <u>Massachusetts</u> □ Other	Name: NATIONSBANK, N.A. Internal Address: 901 Main Street Street Address: 901 Main Street City: Dallas State: Texas ZIP: 75202
	☐ Individual(s) citizenship
3. Nature of conveyance: □ Assignment □ Merger	☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other National banking association
© Security Agreement ☐ Change of Name ☐ Other Effective Date: Feburary 24, 1999	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)
Encoure Date. 1 Courally 2-1, 1777	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)
75/414,444 75/414,445 75/452,382	1,792,872
Additional numbe	rs attached? □ Yes ■ No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: K. KaRan Reed Street Address: Jenkens and Gilchrist, P.C. 1100 Louisiana Street, Suite 1800	6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): 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)
Houston, Texas 77002-5214 /18/1999 JSHABAZZ 00000246 75414444	
FC: 481	E THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing information is true and ear	gect and any attached copy is a true copy of the original document.
K. KaRan Reed Name of Person Signing Signature	infeed 5/10/99
Attorney Docket:46715-00068	Total number of pages comprising cover sheet: 1

Date of Deposit May 10, 1999
I hereby certify under 37 CFK 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 Commisioner of Patents and Trademarks, Box ASSIGNMENT,
Washington, D.C. 20231.
Mui Carlista
Sallie Carlish

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	"KNOWLED GE 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	Expiratio n 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.) - Page 4 FINS2DAL:64596.3 46715-00056

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 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.

RECITALS:

- A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of fellowing, 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 "<u>Trademark Collateral</u>"), whether presently existing or hereafter created or acquired:
 - (1) each Trademark, trademark registration ("<u>Trademark Registration</u>") and trademark application ("<u>Trademark Application</u>"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in <u>Schedule 1</u> 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 <u>Schedule 1</u> 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)

TRADEMARK SECURITY AGREEMENT (Renaissance Worldwide, Inc.) - Page 1 FINS2DAL:64596.3 46715-00056

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 24day of February, 1999.

DEBTOR:

RENAISSANCE WORLDWIDE, INC. a Massachusetts corporation

By: Name

Title:

CFO

SECURED PARTY:

NATIONSBANK, N.A., as Administrative Agent

By:

Name:

Title:

TRADEMARK SECURITY AGREEMENT (Renaissance Worldwide, Inc.) - Page 2 FINS2DAL:64596.3 46715-00056

	ACKNOWLEDGMENT
STATE OF MASS COUNTY OF SUffolk)))
This instrument was acled on behalf of such company.	knowledged before me this H day of Khow, 1999, by of Renaissance Worldwide, Inc., a Massachusetts corporation,
{Seal}	Notary Public in and for the State of Mozachust >
My commission expires: March	13,2063
STATE OF MASS COUNTY OF Swffe CK)))
This instrument was ack behalf of such bank.	knowledged before me this day of the 1999, by of NationsBank, N.A., a national banking association, on
{Seal}	Notary Public in and for the State of Massichusetts

TRADEMARK SECURITY AGREEMENT (Renaissance Worldwide, Inc.) - Page 3 FINS2DAL:64596.3 46715-00056

My commission expires: Mach 13, 2003

RECORDED: 05/13/1999