Mrs 9/13/99

REC

09-15-1999

101146346

U.S. DEPARTMENT OF COMMERCE
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.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State Delaware

☐ Other

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

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

Name: Bank of America, N.A.

Internal Address: 901 Main Street, Dallas, Texas 75202
Street Address: 901 Main Street, Dallas, Texas 75202

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

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 ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 15, 1999

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

A. Trademark Application No.(s)

75/414,444 75/414,445

B. Trademark Registration No.(s)

1,792,872 2,276,873

Additional numbers attached? ☐ Yes ☒ No

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

Name:

Tamsen Valoir
Street Address:

Jenkens 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, matter 46715-56.)

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.

Tamsen Valoir — Name of Person Signing
Tamsen Valoir — Signature
9-8-99 — Date

Total number of pages comprising cover sheet:

09/15/1999 MTHAI1 00000294 75414444

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Date of Deposit September 8, 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

Houston 167335 v 1, 46715.00056

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT
(Renaissance Worldwide, Inc.)

THIS AMENDED AND RESTATED 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 BANK OF AMERICA, N.A. (formerly NationsBank, N.A.), a national banking association ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of July 15, 1999 (as amended, restated, or otherwise modified, the "Credit Agreement") among Debtor, Secured Party, BNY Factoring LLC, as Syndication Agent, 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 July 15, 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. This Agreement amends, restates and renews in its entirety that certain Trademark Agreement, dated as of February 24, 1999, between Debtor and Secured Party (the "Interim Agreement"). All liens and security interests created under and/or evidenced by the Interim Agreement shall continue to be created under and/or evidenced by this Agreement, with the same perfection and priority under this Agreement as existed under the Interim Agreement. This Agreement shall not constitute an extinguishment, discharge, satisfaction, or novation of any indebtedness, liabilities, or obligations of Debtor under the Interim 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 15th day of July, 1999.

DEBTOR:

RENAISSANCE WORLDWIDE, INC.,
a Massachusetts corporation

By: _____
Name: Richard L. Burley
Title: Vice President

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

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. This Agreement amends, restates and renews in its entirety that certain Trademark Agreement, dated as of February 24, 1999, between Debtor and Secured Party (the "Interim Agreement"). All liens and security interests created under and/or evidenced by the Interim Agreement shall continue to be created under and/or evidenced by this Agreement, with the same perfection and priority under this Agreement as existed under the Interim Agreement. This Agreement shall not constitute an extinguishment, discharge, satisfaction, or novation of any indebtedness, liabilities, or obligations of Debtor under the Interim 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 15th day of July, 1999.

DEBTOR:

RENAISSANCE WORLDWIDE, INC.,
a Massachusetts corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Timothy M. O'Connor
Name: Timothy M. O'Connor
Title: Vice President

TRADEMARK
REEL: 001957 FRAME: 0387

ACKNOWLEDGMENT

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

This instrument was acknowledged before me this 14th day of July, 1999, by Richard Bugley, as V.P. of Renaissance Worldwide, Inc., a Massachusetts corporation, on behalf of such company.

Mary E. Roche
Notary Public in and for the State of MA

{Seal}

My commission expires: 5/14/04

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of _____, 1999, by _____, as _____ of Bank of America, N.A., a national banking association, on behalf of such bank.

_____
Notary Public in and for the State of _____

{Seal}

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of _____, 1999, by _____, as _____ of Renaissance Worldwide, Inc., a Massachusetts corporation, on behalf of such company.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires:_____

STATE OF Texas)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 14 day of July, 1999, by Timothy M. O'Connor, as Vice President of Bank of America, N.A., a national banking association, on behalf of such bank.

Linda Brooks
Notary Public in and for the State of Texas

My commission expires: 5-20-2000

FINS2DAL:71162.2 46715-00056

Schedule 1
to Trademark
Security Agreement

FEDERAL 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	"RENAISSANCE"	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	"RENAISSANCE"	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.

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date
None				

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
None		

TRADEMARK
REEL: 001957 FRAME: 0390

RECORDED: 09/13/1999