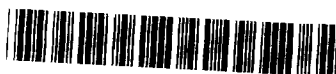


08-18-2000



101435973

RECORDATION
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 7-24-00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year
04252000

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
04252000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/17/2000 MTHA11 00000254 78683439

01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002121 FRAME: 0699

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(508) 428-4000

Name

Richard P. Crowley

Address (line 1)

P.O. Box 901

Address (line 2)

901 Main Street

Address (line 3)

Osterville, MA 02655-0901

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75683439

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

03-3816

Authorization to charge additional fees:

Yes

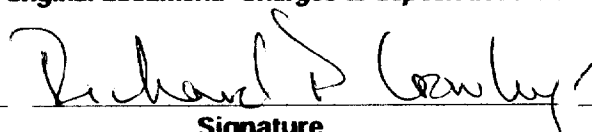
No

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. Charges to deposit account are authorized, as indicated herein.

Richard P. Crowley

Name of Person Signing



Signature

July 20, 2000

Date Signed

CONSENT AGREEMENT

This Agreement made on April 25, 2000, by and between Agio, Inc., a Massachusetts corporation having a business address at 32 Wianno Avenue, Post Office Box 230, Osterville, Massachusetts 02655-0230 (hereinafter with its successors and assigns, Agio), and Point of Impact, Inc., a corporation of the state of Ohio having a business address at ~~6001 Tain Drive, Suite 100, Dublin, Ohio 43017~~ (hereinafter, with its successors and assigns, Impact).

1718 BEAN OLLER RD.
DELAWARE, OHIO 43015
PB

WITNESSETH:

WHEREAS, Agio has adopted and used the name and mark "AGIO" for advice, brokerage and related services to others for transactions, mergers and acquisitions in the plastic field (Agio Services);

WHEREAS, Impact has adopted and used the mark "AGIO" as a manufacturer representative for business management and advertising services and related services for others (Impact Services) and has filed a U.S. Service Mark Application, Serial Number 75/683,439, filed October 30, 1999, in class 35, for the mark "AGIO" for said services, and such service mark application has been rejected for registration in an Office Action dated March 3, 2000, and to which Office Action Impact presently plans to file a response.

NOW THEREFORE, to avoid present and future conflicts over the respective use of the mark "AGIO" in connection with Agio Services and Impact Services, Agio and Impact agree and have agreed as follows:

1. Each party agrees to forebear now and forever in contesting the use and registration of the mark "AGIO", or any colorable imitations thereof, by the other party for its services and not to aid others to contest the use and registration of the mark "AGIO" by the other party for its services.

2. Each party consents to the use and registration of the mark "AGIO", or any colorable imitations, for the other party's services.

3. Each party agrees not to use or register the mark "AGIO", or any colorable imitation thereof, in connection with the services of the other party.

4. Each party agrees that while the mark "AGIO" is the same for each party, their respective use in the Agio Services and Impact Services have not caused any actual confusion, and on information and belief will not cause any likelihood of confusion to the public due to the wholly different nature of the services, channels of services, advertising, actual and potential customers and fields of operation.

5. Each party, for the next five years from the effective date of this Agreement, agrees to notify the other party in the event of any actual confusion arising from the respective use of "AGIO" between the Agio Services and the Impact Services and to confer and to take necessary corrective action to avoid thereafter any actual or likelihood of confusion.

6. Each party agrees to notify the other party if a third party infringes the mark of the other party.

7. This Agreement shall continue in effect as long as both parties continue the use of the mark "AGIO" for their respective services.

8. This Agreement shall terminate if one party expressly abandons the use of the mark "AGIO" for its respective services or discontinues the use of the mark "AGIO" for its respective services for a period of two (2) continuous years.

9. Any notices required by this Agreement shall be given by certified or registered mail to the parties addresses above or any noticed change of address.