

04-06-2001



101656758

3-15-01

10-15

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- 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
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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

04/05/2001 LMUELLER 00000352 2007503

01 FC:481 40.00 01

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: 002264 FRAME: 0800

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

**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)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2007503"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

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

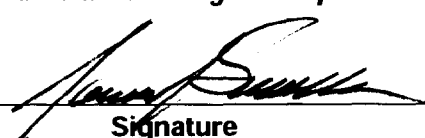
Deposit Account Number: #

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.

Joseph J. Serritella  
Name of Person Signing

  
Signature

March 15, 2001  
Date Signed

ASSIGNMENT

WHEREAS, Software Consulting Group, Inc. ("Software"), a Pennsylvania corporation with its principal place of business at 400 North Providence Road, Suite 6055, Media, PA 19063-2052, has adopted and is using in its business a certain trademark and service mark, namely, "SCG" and has developed goodwill associated with and symbolized by said mark;

WHEREAS, The Systems Consulting Group, Inc. ("Systems"), a one-time Florida corporation that had a principal place of business at 760 N.W. 107th Avenue, Miami, FL 33172, was (and still is, as a matter of record) the owner of a registration for a certain mark in the United States Patent and Trademark Office (the "USPTO"), to wit:

<u>Trademark</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
SCG	2,007,503	October 15, 1996,

and Systems may also have owned certain right, title, and interest in the mark SCG in the states of the United States of America or in foreign countries;

WHEREAS, Cambridge Technology Partners (Massachusetts), Inc. ("Cambridge"), a Delaware corporation with its principal place of business at 8 Cambridge Center, Cambridge, MA 02142, acquired Systems as of August 14, 1995 by merger, such that all the assets of Systems, including without limitation all right, title, and interest in and to the aforementioned mark and registration, and any related state or foreign marks and registrations, (the "Marks") were deemed transferred to Cambridge; and

WHEREAS, Software is desirous of acquiring all right, title, and interest in and to the Marks and registrations, and Cambridge is desirous of so transferring same.

NOW, THEREFORE, for and in consideration of Five Thousand Dollars (\$5,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby:

1. Cambridge does hereby assign, sell, transfer, and convey unto Software:
  - (a) all of Cambridge's right, title, and interest in and to the Marks, free and clear of all known liens and encumbrances, together with the goodwill of the business

associated with and symbolized by said Marks, and the registration thereof set forth above, and including the right to sue for past infringement, if any there may be;

(b) all like right, title, and interest of any kind in and to any related state and foreign marks and registrations, if any; and

(c) all right, title, and interest in and to any domain names that Cambridge may own that contain the exact letter-string "S," "C" and "G," in that order without any intervening letter(s) between "S," "C" and "G".

2. Cambridge represents that it acquired by said merger all the right, title, and interest in and to Systems' U.S. marks identified herein and registrations that there were to be had; that, to the best of its knowledge, no rights of any kind, by way of license or otherwise, were granted to anyone else prior to said merger, and that Cambridge does not reserve any right, title, or interest therein. Notwithstanding the foregoing, Cambridge makes no warranty, express or implied, regarding the current validity of the Marks, and other than as stated above, the Marks are hereby conveyed "AS IS," without any representation as to validity of title, enforceability, or validity of the Marks.

3. Cambridge hereby authorizes and requests the USPTO and the corresponding officials of the several United States and of foreign countries as pertinent, to record Software as the owner of the Systems' marks and registrations and to issue in accordance with this Assignment all future registrations, renewals, notices and correspondence of any kind with respect to the registration thereof.

4. Cambridge shall cooperate with Software in order to carry out the intent of this Assignment and to undertake, within reason, such further action and to execute such further documents and instruments as may in Software's judgment be necessary in order to evidence Software's ownership of the assets transferred by this instrument.

5. This Assignment shall inure to the benefit of Software and its successors and assigns and shall be binding upon Cambridge and its successors and assigns.

IN WITNESS WHEREOF, Cambridge has duly executed this Assignment this

14<sup>th</sup> day of March, 2001.

CAMBRIDGE TECHNOLOGY PARTNERS  
(MASSACHUSETTS), INC.

By: Joseph A. LaSala, Jr.

COMMONWEALTH OF MASSACHUSETTS :  
: SS.  
COUNTY OF MIDDLESEX :

Joseph A. LaSala, Jr., being duly sworn, says that he is the  
Sr. VP, General Counsel + Secretary (Print Name)  
of Cambridge Technology Partners, Inc., the corporation which  
(Title) has executed the foregoing instrument, and acknowledges that he did sign this Assignment on behalf of  
said corporation and by authority of its Board of Directors, and that said instrument is his free act and deed as such  
officer and the free and corporate act of Cambridge Technology Partners, Inc.  
Sworn to before me and

subscribed in my presence this

14<sup>th</sup> day of March, 2001.

Janet Bishop Majane  
Notary Public

**JANET BISHOP MAJANE  
NOTARY PUBLIC  
COMMISSION EXPIRES: APRIL 23, 2004**

2022507\_1