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Form PTO-1594  
(Rev. 03/01)

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TRADEMARKS  
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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):  
Cambridge Technology Partners (Massachusetts), Inc., Successor to The Systems Consulting Group, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- Other \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: March 19, 2001

2. Name and address of receiving party(ies)  
Name: Software Consulting Group, Inc.

Internal Suite 6055  
Address: \_\_\_\_\_

Street Address: 1400 North Providence Road

City: Media State: PA Zip: 19063

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State - Pennsylvania
- 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)

2007503

Additional number(s) attached  Yes  No

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

Name: Joseph J. Serritella, Esquire

Internal Address: Pepper Hamilton LLP

3000 Two Logan Square

Street Address: Eighteenth and Arch Streets

City: Philadelphia State: PA Zip: 19103

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**

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.*

Joseph J. Serritella

Name of Person Signing

Signature

April 24, 2001

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CORRECTED ASSIGNMENT

WHEREAS, Software Consulting Group, Inc. ("Software"), a Pennsylvania corporation with its principal place of business at 1400 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.

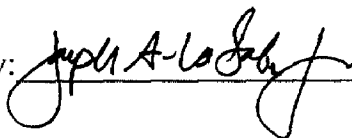
4. Cambridge shall cooperate with Software in order to carry out the intent of this Assignment and to undertake, within reason, such further action and to execute such further documents and instruments as may in Software's judgment be necessary in order to evidence Software's ownership of the assets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

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

CAMBRIDGE TECHNOLOGY PARTNERS  
(MASSACHUSETTS), INC.

By: 

COMMONWEALTH OF MASSACHUSETTS :  
: SS.  
COUNTY OF MIDDLESEX :

Joseph A. LaSala, Jr., being duly sworn, says that he is the

Senior Vice President (Print Name)

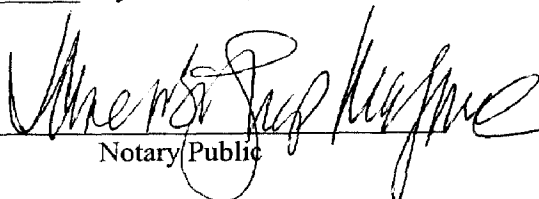
General Counsel & Secy. of Cambridge Technology Partners, Inc., the corporation which

(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

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

  
Notary Public

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