12-18-2001

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

1. Name of conveying party(ies):

Gov Connect, Inc

Tab settings ⇒ ⇒ ⇒



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101918759

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name: BHC Interim Funding. Address Clo Brock SHOUGHTON & COMPANU City: New York State: NY Zip: 10033 Individual(s) citizenship_ Association_ General Partnership Limited Partnership \slaware Corporation-State_ ☐ 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? B. Trademark Registration No.(s) 2.591,429 2, 079,833 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41)....\$ Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Aves No 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name ☐ Other Execution Date: December 11, 2001 4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/202519 76/202518 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Return To National Corporate Research, LTD. 225 W. 34th St., Suite 910 New York, N.Y. 10122 (800) 221-0102 (212) 947-7200 DO NOT USE THIS SPACE To the best of my knowledge and belief, the foregoing/information is true and correct and any attached copy is a true 9 Statement and signature. copy of the original document. fresident John H. Chuang Signature Name of Person Signing Total number of pages including cover sheet, attachments, and document documents to be recorded with required cover sheet information to:

12/19/2001 GTON11

00000027 76202519

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02 FC:482

40.00 00 75.00 00

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 11, 2001, by AQUENT, INC., a Massachusetts corporation, RENAISSANCE WORLDWIDE, INC., a Massachusetts corporation, AQUENT LLC, a Delaware limited liability company, GOVCONNECT, INC., a Delaware corporation, RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC., a Delaware corporation (each a "Grantor," and collectively the "Grantors"), in favor of BHC INTERIM FUNDING, L.P., a Delaware limited partnership (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among Grantors, as the borrowers party thereto (as defined therein), the Grantee, as the lender thereunder (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Grantee, as lender, has agreed to make a term loan (the "Term Loan") for the benefit of the Grantors, as the borrowers thereunder; and

WHEREAS, each Grantor is the owner of all of the trademark applications and registrations as set forth opposite such Grantor's name on <u>Schedule 1</u> hereto (the "<u>Intellectual Property</u>");

WHEREAS, the Grantee is willing to make the Term Loan as provided for in the Loan Agreement, but only upon the condition, among others, that each of the Grantors shall have executed and delivered to the Grantee this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY. Subject to the limitations in the definition of "Collateral" as set forth in the Loan Agreement, each of the Grantors hereby grants to the Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):
- (a) all of such Grantor's Intellectual Property and Intellectual Property Licenses to which such Grantor is a party including those referred to on <u>Schedule 1</u> hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, such Grantor's Intellectual Property and Intellectual Property Licenses; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Intellectual Property or Intellectual Property licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Intellectual Property or any Intellectual Property licensed under any Intellectual Property License.

3. RIGHTS AND REMEDIES.

- (a) The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein;
- Notwithstanding anything to the contrary herein or in any of the other Loan (b) Documents, and subject to the terms of the Intercreditor Agreement, dated as of the date hereof, by and among the Grantee, The CIT Group/Business Credit, Inc. (the "Senior Creditor") and the Grantors, as the borrowers thereunder, and the prior rights of the Senior Creditor, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred and is continuing, such Grantor hereby irrevocably constitutes and appoints the Grantee and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorneyin-fact, with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or the Grantee's own name or the name of the Grantee's designee, such power being coupled with an interest is irrevocable, upon the occurrence and continuance of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, including any state and county filing offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Intellectual Property (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on Schedule 1 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Grantee, in its sole discretion, and such payments made by the Grantee to become the obligations of such Grantor to the Grantee, due and payable immediately, without demand.

Nothing herein or in the Assignment shall constitute a current assignment or transfer of any Intellectual Property.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

By: A Chuand
Title. President

ACKNOWLEDGMENT OF GRANTOR

STATE OF	
COUNTY OF) ss).
proved to me on the basis of satisfinstrument on behalf of Aquent, In an authorized officer of said corporate of the corporat	ber, 2001 before me personally appeared, factory evidence to be the person who executed the foregoing ac., who being by me duly sworn did depose and say that he is cration, that the said instrument was signed on behalf of said pard of Directors and that he acknowledged said instrument to poration.
	S = S = S = S = S = S = S = S = S = S =

{seal}

Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P., as Grantee

By:	
Name:	
Title	

- 3 -

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AQ	UENT, INC.
Ву	
Nar	me:
Titl	e:
ACKNOWLEDGM	ENT OF GRANTOR
STATE OF)	
STATE OF)	
nstrument on behalf of Aquent, Inc., who being an authorized officer of said corporation, that the	fore me personally appeared
{seal}	Notary Public
ACCEPTED AND ACKNOWLEDGED BY:	
BHC INTERIM FUNDING, L.P., as Grantee By: Name: Second House	

- 3 --

AQUENT LLC

Ву:	Aquent, Inc., an Authorized Class A. Member By: Name: John H. Chvang Title: President
ACKNOWLEDGMI	ENT OF GRANTOR
STATE OF	
On this day of December, 2001 before proved to me on the basis of satisfactory evident instrument on behalf of Aquent LLC, who being an authorized officer of said corporation, that the corporation as authorized by its Board of Director be the free act and deed of said corporation.	by me duly sworn did depose and say that he is ne said instrument was signed on behalf of said
{seal}	Notary Public
ACCEPTED AND ACKNOWLEDGED BY: BHC INTERIM FUNDING, L.P. as Grantee	
By: Name: Title:	

-4-

AQUENT LLC

By: Aquent, Inc., an authorized Class A Member

By:_	
·	ne:
	:
ACKNOWLEDGME	NT OF GRANTOR
STATE OF)	
) ss.	
STATE OF) ss. COUNTY OF)	
On this day of December, 2001 before	ire me personally appeared
proved to me on the basis of satisfactory evidence	ce to be the person who executed the foregoing
instrument on behalf of Aquent LLC, who being	by me duly sworn did depose and say that he is
an authorized officer of said corporation, that th	e said instrument was signed on behalf of said
corporation as authorized by its Board of Directo	ers and that he acknowledged said instrument to
be the free act and deed of said corporation.	
{seal}	Notary Public
(Scar)	•
A CHANGNU EDCED DV	
ACCEPTED AND ACKNOWLEDGED BY:	
BHC INTERIM FUNDING, L.P.	
as Grantee	
Name: Gerald H. Houghton	
Name: Gerald H. Houghton	
Title AALAGAAA	

- 4 -

GOV CONNECT, INC.

By:_____ Name:_____ Title:_____

By Na Tit	me: lano H. Chiangl
ACKNOWLEDGM	ENT OF GRANTOR
STATE OF) ss. COUNTY OF)	
COUNTY OF	
instrument on behalf of GovConnect, Inc., who he is an authorized officer of said corporation,	nce to be the person who executed the foregoing being by me duly sworn did depose and say that that the said instrument was signed on behalf of of Directors and that he acknowledged said
	SUM
{seal}	Notary Public
ACCEPTED AND ACKNOWLEDGED BY:	
BHC INTERIM FUNDING, L.P., as Grantee	
By:	

- 5 -

	Ву:
	Name:
	Title:
ACKNOWL	EDGMENT OF GRANTOR
STATE OF	
STATE OF) ss. COUNTY OF)	
proved to me on the basis of satisfactor instrument on behalf of GovConnect, In he is an authorized officer of said corporate.	y evidence to be the person who executed the foregoing ic., who being by me duly sworn did depose and say that pration, that the said instrument was signed on behalf of Board of Directors and that he acknowledged said said corporation.
{seal}	Notary Public

GOVCONNECT, INC.

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,

as Grantee

Name: Gerald H. Huyghter

RENAISSANCE WORLDWIDE IT

Ву:____ Name:_____ Title:_____

H P	Sy: John H. Chyang Title: President
ACKNOWLEDG	MENT OF GRANTOR
STATE OF)	
STATE OF) ss. COUNTY OF)	
proved to me on the basis of satisfactory evidinstrument on behalf of Renaissance Worldwduly sworn did depose and say that he is an	dence to be the person who executed the foregoing ide IT Consulting Services, Inc., who being by me authorized officer of said corporation, that the said oration as authorized by its Board of Directors and e free act and deed of said corporation.
	5137
{seal}	Notary Public
ACCEPTED AND ACKNOWLEDGED BY	Y:
BHC INTERIM FUNDING, L.P., as Grantee	
Ву:	
Name:	

- 6 -

RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.

	Name:
	Title:
ACKNOWLEDO	GMENT OF GRANTOR
STATE OF)	
STATE OF) ss. COUNTY OF)	
proved to me on the basis of satisfactory evinstrument on behalf of Renaissance Worldwally sworn did depose and say that he is an	before me personally appeared, idence to be the person who executed the foregoing wide IT Consulting Services, Inc., who being by me authorized officer of said corporation, that the said poration as authorized by its Board of Directors and he free act and deed of said corporation.
{seal}	Notary Public

By:___

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,

as Grantee

Name: Grall H. Hough Too

By:______ Name:_____ Title:_____

1 1	RENAISSANCE WORLDWIDE, INC. By: Chuang Title: President
ACKNOWLEDG	MENT OF GRANTOR
STATE OF)	
STATE OF	
and say that he is an authorized officer of said	lence to be the person who executed the foregoing ide, Inc., who being by me duly sworn did deposed corporation, that the said instrument was signed its Board of Directors and that he acknowledged
{seal}	Notary Public
ACCEPTED AND ACKNOWLEDGED BY	
BHC INTERIM FUNDING, L.P., as Grantee	
Ву:	
Name:	

-7-

By:____ Name:____ Title:____ ACKNOWLEDGMENT OF GRANTOR STATE OF ________) ss. COUNTY OF ______) On this __ day of December, 2001 before me personally appeared ______, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Renaissance Worldwide, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation. Notary Public {seal}

RENAISSANCE WORLDWIDE, INC.

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,

as Grantee

Title: Wand och

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

GRANTOR	TRADEMARK	REGISTRATION FILED	SERIAL/ REGISTRATION #	STATUS

- 8 -

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY AND GOODWILL

THIS ASSIGNMENT dated the day of	re limited liability company, ANCE WORLDWIDE IT ion, and RENAISSANCE rantors"), to BHC INTERIM
WHEREAS, the Grantors are the owners of certain U.S. an and registrations to register therefor, as listed in <u>Schedule 1</u> hereto (
WHEREAS, the Grantee desires to obtain for the Grantee a and interest in all such Intellectual Property.	ll of each Grantor's right, title
NOW, THEREFORE, for good and valuable consideration which are hereby acknowledged, each Grantor hereby grants, assig successors and assigns, the entire right, title and interest of such Grantor property, including without limitation all proceeds thereof (such as royalties and proceeds of infringement suits), and the right to sucinfringements, together with the goodwill of the business syn Property. Each Grantor acknowledges that it has granted the Grassets of the Grantors associated with the business symbolized by the separate agreement. Each Grantor further agrees to execute such further insteach Grantor acts as the Grantee may deem necessary to see	ns and conveys to Grantee its antor in and to the Intellectual s, by way of example, license e for past, present and future inbolized by the Intellectual rantee the right to secure the ne Intellectual Property, under the Intellectual Property, under the ruments and documents and
herein conveyed. AQUENT, INC.	
By: Name: Title:	
Attest: Name: Title:	

GOVCONNECT, INC.

By:		
By:Name:		
Title:		
Attest:		
Name:	 	
Title:		

RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.

By:	
Name:	
Title:	
Attest:	
Name:	
Title:	

- 10 -