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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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 Massachusetts
- ☐ Other

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

2. Name and address of receiving party(ies)
Name: BHC Interim Funding, L.P.
Internal Address: c/o Brooks Houghton & Company
Street Address: 444 Madison Ave. 25th Floor
City: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☒ Limited Partnership Delaware
- ☐ 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? ☐ Yes ☐ 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)
75/41445
75/025905

B. Trademark Registration No.(s)
2,227,879
2,276,873
1,792,872

Additional number(s) attached ☐ Yes ☒ No

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

Name:

Return To 40535

National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

City: State: Zip:

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00

- ☐ 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.

John H. Chuang, President — Name of Person Signing
John Chuang — Signature
12/11/01 — Date

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

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

12/19/2001 GTON11 00000025 75625405
01 FC:481 40.00 OP
02 FC:482 100.00 OP

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").

W I T N E S S E T H:

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 Schedule 1 hereto (the "Intellectual Property");

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. DEFINED TERMS. 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 Schedule 1 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;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan 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 attorney-in-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.

TRADEMARK
REEL: 002409 FRAME: 0249

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.

AQUENT, INC.

By: _____
Name: John H. Chuang
Title: President

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 Aquent, 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.

{seal} _____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002409 FRAME: 0250

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.

AQUENT, INC.

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 Aquent, 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.

{seal}

_____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: [illegible]
Name: [illegible]
Title: [illegible]

DSN:141837.1/BHC002-191673

TRADEMARK
REEL: 002409 FRAME: 0251

AQUENT LLC

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

By: _____
Name: John H. Chuang
Title: President

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 Aquent LLC, 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.

{seal} _____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.
as Grantee

By: _____
Name: _____
Title: _____

AQUENT LLC

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

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 Aquent LLC, 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.

{seal} _____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.
as Grantee

By: Gerald H. Houghton
Name: Gerald H. Houghton
Title: Manager

DSN:141837.1/BHC002-191673

GOVCONNECT, INC.

By: _____
Name: John H. Chuang
Title: President

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 GovConnect, 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.

{seal} _____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002409 FRAME: 0254

GOVCONNECT, INC.

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 GovConnect, 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.

{seal} _____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: Gerald Naughton
Name: Gerald H. Naughton
Title: Manager

DSN:141837.1/BHC002-191673

RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.

By: _____
Name: John H. Chuang
Title: President

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 IT Consulting Services, 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.

{seal}

_____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002409 FRAME: 0256

RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.

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 IT Consulting Services, 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.

{seal}

_____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: Gerald H. Haughey
Name: Gerald H. Haughey
Title: Manager

DSN:141837.1/BHC002-191673

TRADEMARK
REEL: 002409 FRAME: 0257

RENAISSANCE WORLDWIDE, INC.

By: _____
Name: John H. Chuang
Title: President

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.

{seal} _____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: _____
Name: _____
Title: _____

RENAISSANCE WORLDWIDE, INC.

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.

{seal}

_____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

BHC INTERIM FUNDING, L.P.,
as Grantee

By: Gerald Houghton
Name: Gerald H. Houghton
Title: Manager

DSN:141837.1/BHC002-191673

TRADEMARK
REEL: 002409 FRAME: 0259

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

GRANTOR	TRADEMARK	REGISTRATION FILED	SERIAL/ REGISTRATION #	STATUS

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY AND GOODWILL

THIS ASSIGNMENT dated the __ day of _____, 200_ from **AQUENT, 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, and **RENAISSANCE WORLDWIDE, INC.**, (each a "Grantor" and collectively the "Grantors"), to **BHC INTERIM FUNDING, L.P.**, a Delaware limited partnership (the "Grantee"), recites and provides:

WHEREAS, the Grantors are the owners of certain U.S. and state trademark applications and registrations to register therefor, as listed in Schedule 1 hereto ("Intellectual Property"); and

WHEREAS, the Grantee desires to obtain for the Grantee all of each Grantor's right, title and interest in all such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants, assigns and conveys to Grantee its successors and assigns, the entire right, title and interest of such Grantor in and to the Intellectual Property, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Intellectual Property. Each Grantor acknowledges that it has granted the Grantee the right to secure the assets of the Grantors associated with the business symbolized by the Intellectual Property, under separate agreement.

Each Grantor further agrees to execute such further instruments and documents and perform such further acts as the Grantee may deem necessary to secure to the Grantee the rights herein conveyed.

AQUENT, INC.

By:_____
Name:_____
Title:_____

Attest:_____
Name:_____
Title:_____

DSN:141837.1/BHC002-191673