

12-21-2001



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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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.

12-6-01

<p>1. Name of conveying party(ies):</p> <p>Bank of America, N.A.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other: national banking association</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: Renaissance Worldwide, Inc.</p> <p>Internal Address:</p> <p>Street Address: 52 Second Avenue</p> <p>City: Waltham</p> <p>State: MA Zip: 02154</p> <p><input type="checkbox"/> Individual(s) citizenship: _____</p> <p><input type="checkbox"/> Association: _____</p> <p><input type="checkbox"/> General Partnership: _____</p> <p><input type="checkbox"/> Limited Partnership: _____</p> <p><input checked="" type="checkbox"/> Corporation-State: Massachusetts</p> <p><input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other: Release and ReAssignment</p> <p>Execution Date: December 5, 2001</p>		<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): 75/414,445 75/414,444;</p> <p>B. Trademark Registration No.(s): 2,276,873 1,792,872</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Christopher M. Taylor, Esq.</p> <p>Internal Address: _____</p> <p>Street Address: ROPES & GRAY</p> <p>One International Place</p> <p>City: Boston State: MA Zip: 02110</p>		<p>6. Total Number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41) \$ 115.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit account number: 18-1845</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature:</p> <p>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.</p> <p>Christopher M. Taylor <i>Christopher M. Taylor</i> 12.06.01</p> <p>Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/></p>			

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02 FC:482 75.00 CH

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ROPES & GRAY

DEC-06-2001 15:10

TRADEMARK

REEL: 002410 FRAME: 0957

RELEASE AND REASSIGNMENT OF TRADEMARKS

WHEREAS, Renaissance Worldwide, Inc. a Massachusetts corporation (the "Company"), owns the registered trademarks described in the attached Schedule A (the "Marks"), for which a recording is filed in the United States Patent and Trademark Office under the number set forth in the attached Schedule A; and

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of February 24, 1999 (the "Agreement"), the Company granted a security interest in the Marks to NationsBank, N.A., as Administrative Agent (the "Administrative Agent") for the Lenders (as defined in the Credit Agreement) (the "Security Interest"), to secure performance by the Company of its obligations to the Lenders under the Company's Credit Agreement originally dated February 24, 1999 (as amended and restated to date) (the "Credit Agreement");

WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office, on May 13, 1999, located at Reel/Frame 1897/0858;

WHEREAS, Bank of America, N.A. is the successor in interest to NationsBank, N.A. including as Administrative Agent, and NationsBank, N.A. assigned the Security Interest to Bank of America, N.A.;

WHEREAS, such Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on Reel/Frame 1957/0384;

WHEREAS, the Credit Agreement in connection with which the Marks were pledged has been terminated, and the Administrative Agent, with the consent of the Lenders, has agreed to release the security interest in the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby terminates all of its right, title and interest in, to and under the Marks and reassigns and reconveys to the Company the Marks and all the good will of the business symbolized by the Marks, together with the application, registration and recordings in the United States Patent and Trademark Office respecting the Marks, and all reissues, extensions or renewals thereof, together with the right to sue and recover damages for future infringements thereof and to stand in the place of the Administrative Agent in all matters related thereto.

[Remainder of this page intentionally left blank]

The parties hereto have caused this Release and Reassignment of Trademarks to be executed this 5th day of December, 2001.

BANK of America, N.A. (FKA NATIONAL BANK, N.A.)
National Bank, N.A., as Administrative Agent

By: [Signature]
Name: _____
Title: _____

Renaissance Worldwide, Inc.
By: [Signature]
Name: Joseph P. Fargnoli
Title: Clerk (CFO)

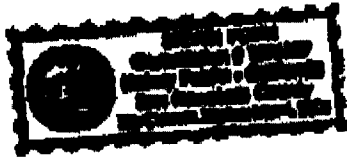
STATE OF California
COUNTY OF San Francisco ss.

On December 5, 2001, before me, the undersigned, a Notary Public in and for such State, personally appeared Carol Fure, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of National Bank, N.A. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

Steven Pomeroy
Notary Public
My Commission expires on: March 4, 2015



SCHEDULE A

to

Release and Reassignment of Trademark

TRADEMARK	REGISTRATION/FILING DATE	REGISTRATION/ APPLICATION No.
Knowledge-Enabled Selling	September 7, 1999	2,276,873
R the Registry and design	September 14, 1993	1,792,872
Renaissance	January 6, 1998	75/414,444
Renaissance	January 6, 1998	75/414,445

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