

05-10-2002



102085371



5-6-02

Office of Patents and Trademarks:
I document or copy thereof.

1. Name of Party(ies) conveying an

SIBSON & COMPANY, LLC
830 3rd Avenue, 7th Floor
New York, New York 10022

Entity:
Individual(s) Association

General Partnership Limited Partnership

Corporation-

XX Other Limited liability company of Delaware

Additional name(s) of conveying party(ies) attached:
yes XX no

2. Name and Address of Party(ies) receiving an interest:

Name: THE SEGAL GROUP, INC.
Street Address: One Park Avenue, 6th Floor
City: New York
State/Zip Code: New York 10016

Entity:
Individual(s) Association

General Partnership Limited Partnership

XX Corporation- Delaware

Other

Citizenship

3. Description of the interest conveyed:

XX Assignment Change of Name Other

Security Merger Agreement

Date of execution of attached document January 30, 2002

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:
yes XX no

4. Application number(s) or registration number(s). Additional sheet attached? XX yes no

A. Trademark Application No.(s) please see attached schedule

B. Trademark Registration No.(s)

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

Name: Richard Y. Kim, Esq.
FIRM: McDermott, Will & Emery
Address: 600 13th Street, N.W.
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 5

7. The \$ filing fee is enclosed.

8. XX Please charge the \$ 140.00 filing fee to Deposit Account No. 500417. (duplicate copy of this page attached)

9. XX Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 500417.

05/09/2002 DBYRNE 00000102 500417 76109034

FC:481 40.00 CH
FC:482 100.00 CH

DO NOT USE THIS SPACE

10. 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.

Richard Y. Kim Signature
May 6, 2002 Date

Total number of pages comprising coversheet: 2

**THE SEGAL GROUP, INC. by assignment from
SIBSON & COMPANY, LLC**

Mark	Serial No.
IT'S NOT JUST ABOUT THE PAY	76/109,034
FEEDBACK FRAMEWORK	76/089,594
PERFORMANCE QUEST	76/086,089
REWARDS OF WORK	75/942,158
ELEADERSHIP	75/861,106

WDC99 596059-1.037785.0013

THIS ASSIGNMENT OF TRADEMARKS ("*Assignment*") is made as of January 30, 2002, by and between Sibson & Company, LLC, a Delaware limited liability company ("*Assignor*") and The Segal Group, Inc., a Delaware corporation ("*Assignee*")

WHEREAS, Assignor is the owner of the trademarks and registrations and applications identified in Schedule A attached hereto (the "*Marks*"); and

WHEREAS, pursuant to a certain Asset Purchase Agreement dated as of January 30, 2002, Assignor has agreed to transfer and assign to Assignee, and Assignee agrees to accept the transfer and assignment of, all of the Assignor's rights, title and interest in and to the Marks, including the goodwill of the business symbolized thereby, as successor to the Business associated with the Marks (defined terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. Assignment. Assignor hereby transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts the transfer and assignment of, (i) all rights, title, and interest in and to the Marks, including the goodwill of the business associated and symbolized thereby, as successor to the Business, and (ii) all claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third parties related to the Marks.

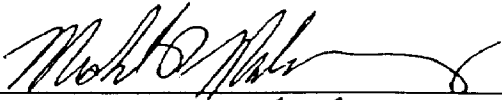
2. Further Actions. Assignor hereby consents and agrees to any lawful action taken by Assignee in connection with the enforcement of, or the legal protection of, the Marks, and confers upon Assignee full right of substitution in any and all such actions. Assignor further covenants and agrees, at the request of Assignee and at no additional expense to Assignor, to execute and deliver any further documents and to take all further actions as Assignee may require to enable Assignee to become the registered owner of the Marks and to secure the benefits of the rights hereby assigned.

3. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws.


4. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

SIBSON & COMPANY, LLC

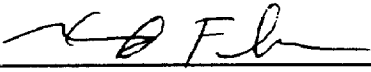
By: 
Name: Michelle I. McDermott
Title: SECRETARY

SWORN TO AND SUBSCRIBED before me
this 3rd day of January, 2002.

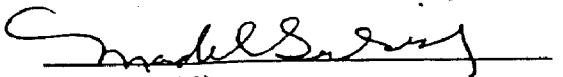

Notary Public
My commission expires 10/5/02

MADELINE SAER CASSIDY
Notary Public, State of New York
No. 01CA5002785
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires October 05, 2002

THE SEGAL GROUP, INC.

By: 
Name: HOWARD FLUHR
Title: PRES. + CEO

SWORN TO AND SUBSCRIBED before me
this 3rd day of January, 2002.


Notary Public
My commission expires 10/5/02

MADELINE SAER CASSIDY
Notary Public, State of New York
No. 01CA5002785
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires October 05, 2002

SCHEDULE A

Mark	App/Reg No.	Applicant/Registrant
<i>Federal Applications/Registrations</i>		
IT'S NOT JUST ABOUT THE PAY	SN 76/109,034	Sibson & Co., LLC
FEEDBACK FRAMEWORK	SN 76/089,594	Sibson & Co., LLC
PERFORMANCE QUEST	SN 76/086,089	Sibson & Co., LLC
REWARDS OF WORK	SN 75/942,158	Sibson & Company, LLC
ELEADERSHIP	SN 75/861,106	Sibson & Co., LLC
<i>State Registrations</i>		
REWARDS OF WORK	RN 15029 (North Carolina)	Sibson & Company, LLC