



07-15-2002



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DEPT. OF COMMERCE
Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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MRD
7.09.02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The CIT GROUP/BUSINESS CREDIT, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____

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

2. Name and address of receiving party(ies)
Name: GOVCONNECT, INC.
Internal
Address: _____
Street Address: 11311 Cornell Park Drive, Suite 300
City: Cincinnati State: OH Zip: 45242

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Release of Security Interest

Execution Date: April 12, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76202519

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rene M. LaForte
Internal Address: Sutherland Asbill & Brennan, LLP

Street Address: 1275 Pennsylvania Ave., N.W.

City: Washington State: DC Zip: 20004

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:
19-5029

(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.

Rene M. LaForte Rene M. LaForte July 9, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

07/12/2002 LMUELLER 00000263 76202519
01 FC:481 40.00 DP

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (the "Amendment") is made and entered into as of April 12, 2002, by and among **AQUENT, INC.**, a Massachusetts corporation ("Aquent"), **RENAISSANCE WORLDWIDE, INC.**, a Massachusetts corporation ("Renaissance"), **RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.**, a Delaware corporation ("ITCS"), **GOVCONNECT, INC.**, a Delaware corporation ("GovConnect") and **AQUENT LLC**, a Delaware limited liability company ("LLC") (each of the foregoing herein a "Grantor" and collectively, the "Grantors"), and **THE CIT GROUP/BUSINESS CREDIT, INC.**, as agent (the "Agent") for the lenders (the "Lenders") from time to time party to the Loan Agreement (as defined below).

For the purpose of conforming the same to the intention of the parties and for other value received, it is hereby agreed that certain Trademark Security Agreement, dated December 11, 2001, by Grantors in favor of Agent (the "Trademark Security Agreement") shall be amended and modified in the following particulars:

1. Capitalized terms, as used herein, shall have the meaning set forth in the Trademark Security Agreement, unless the context otherwise requires.
2. The introductory paragraph of the Trademark Security Agreement is hereby amended by modifying the definition of "Grantors:" by deleting the reference to "GOVCONNECT, INC., a Delaware corporation ("GovConnect")" and thereby eliminating GovConnect, Inc. as a Grantor under the Trademark Security Agreement and other Loan Documents.
3. Schedule 1 to the Trademark Security Agreement is hereby amended by deleting the grant by GovConnect of its GOVCONNECT, GOVCONNECT and design, IPAT and STRATEGIC FEEDBACK SYSTEMS trademarks.
4. From and after the date hereof the Trademark Security Agreement shall be deemed to mean the Trademark Security Agreement, as amended hereby.
5. Grantors (except for GovConnect which, upon execution of this Amendment, will no longer be a Grantor) hereby reaffirm each of the agreements, covenants, and undertakings set forth in the Trademark Security Agreement and each and every other agreement, instrument and document executed in connection therewith or pursuant thereto as if Grantors were making said agreements, covenants and undertakings on the date hereof.
6. This Amendment represents a modification only and is not, and should not be construed as, a novation.
7. Except as herein above set forth, the Trademark Security Agreement shall remain otherwise unmodified and in full force and effect, and all other documents, instruments and agreements executed in connection therewith or pursuant thereto shall remain in full force and effect.

8. Miscellaneous. Grantors (except for GovConnect which, upon execution of this Amendment, will no longer be a Grantor) agree to take such further action as Agent or any Lender shall reasonably request in connection herewith to evidence the amendments herein contained to the Trademark Security Agreement. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. This Amendment shall be governed by, and construed in accordance with, the laws of, and the decisions of the courts in, the State of Georgia. There are no oral or other agreements with respect to the subject matter hereof, except only the Trademark Security Agreement as amended hereby and the Loan Documents. Time is of the essence of this Amendment and of the Trademark Security Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment to Trademark Security Agreement has been duly executed under seal as of the date first written above.

AGENT:

GRANTORS:

THE CIT GROUP/BUSINESS CREDIT, INC. AQUENT, INC.

By: *J.F. Bohan*
Name: John F. Bohan
Title: Vice President

By: _____
Name: _____
Title: _____

RENAISSANCE WORLDWIDE, INC.

By: _____
Name: _____
Title: _____

RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.

By: _____
Name: _____
Title: _____

GOVCONNECT, INC.

By: _____
Name: _____
Title: _____

AQUENT LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this First Amendment to Trademark Security Agreement has been duly executed under seal as of the date first written above.


AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC.


By: _____
Name: _____
Title: _____

GRANTORS:

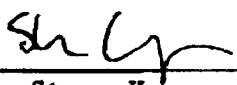
AQUENT, INC.

By: 
Name: Steve Kapner
Title: Clerk

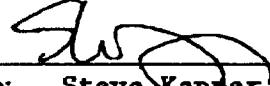
RENAISSANCE WORLDWIDE, INC.

By: 
Name: Steve Kapner
Title: Clerk


RENAISSANCE WORLDWIDE IT CONSULTING SERVICES, INC.

By: 
Name: Steve Kapner
Title: Clerk

GOVCONNECT, INC.

By: 
Name: Steve Kapner
Title: Clerk

AQUENT LLC

By: 
Name: Steve Kapner
Title: Clerk