

07-15-2002



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Form PTO-1594

(Rev. 03/01)

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

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TRADEMARKS

DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRO 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):

BHC INTERIM FUNDING, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- Delaware

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest in Trademarks
- Execution Date: April 12, 2002
- Merger
- Change of Name

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

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: D.C. 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
Name of Person Signing

Rene M. LaForte
Signature

July 9, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

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

07/12/2002 LNUELLER 00000262 76202519

01 FD:481

40.00 DP

TRADEMARK
REEL: 002543 FRAME: 0510

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Agreement is dated as of April 12, 2002 and is by and among Aquent, Inc., a Massachusetts corporation, Renaissance Worldwide, Inc., a Massachusetts corporation, Renaissance Worldwide IT Consulting Services, Inc., a Delaware corporation, GovConnect, Inc., a Delaware corporation (each a "Borrower" and collectively, the "Borrowers"), and BHC Interim Funding, L.P., a Delaware limited partnership (the "Secured Party").

WHEREAS, the Borrowers and the Secured Party entered into that certain Loan and Security Agreement, dated as of December 11, 2001, (the "Loan Agreement"), pursuant to which the Secured Party extended credit to the Borrowers; and

WHEREAS, the Borrowers have requested that the Secured Party release its security interest in the Trademark Collateral (as defined below) in connection with the termination of the Loan Agreement.

NOW, THEREFORE, in order to induce the Secured Party to release its security interest in the Trademark Collateral and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Borrowers and the Secured Party agree as follows:

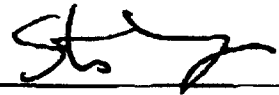
1. Pursuant to the Loan Agreement, each Borrower has granted to the Secured Party a security interest in, among other things, the following "Trademark Collateral": all trademarks, trademark applications, all whether now or hereafter owned by such Borrower, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing, all in accordance with the terms and conditions of the Loan Agreement.

2. The Secured Party hereby releases its security interest in all of the Trademark Collateral including, without limitation, those trademarks listed in Exhibit A attached hereto (the "Released Collateral").


[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

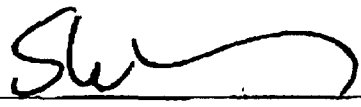
AQUENT, INC.

By: 
Name: Steven Kegan
Title: Clerk


RENAISSANCE WORLDWIDE, INC.

By: 
Name: Steven Kegan
Title: Clerk

RENAISSANCE WORLDWIDE IT
CONSULTING SERVICES, INC.

By: 
Name: Steven Kegan
Title: Clerk

GOVCONNECT, INC.

By: 
Name: Steven Kegan
Title: Clerk

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

BHC INTERIM FUNDING, L.P



Name: G.H. HOUGHTON.

Title: MANAGING PARTNER.

EXHIBIT A

THE RELEASED COLLATERAL

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TRADEMARKS**AQUENT, INC.**

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
MACTEMPS	10-11-88	1,508,530
ENTERPRISE	06-11-96	1,980,296
PORTFOLIO	01-28-97	2,033,328
PORTFOLIO & Design	12-17-96	2,023,210
1-800-MACTEMPS	07-2-96	1,984,020
1-800-NETWORK	06-18-96	1,981,040
MACSTAFFING	03-25-97	2,048,025
MONTAGE	11-19-96	2,017,452
MONTAGE (Stylized)	11-19-96	2,017,453
PC TEMPS	04-20-99	2,240,119
WEBSTAFF	07-28-98	2,177,541
WEB-STAFF	03-16-99	2,233,009
JOBALERT	07-02-00	2,364,941
MACTEMPS	12-15-98	2,210,783
MACTEMPS (Stylized)	12-15-98	2,210,784
AQUENT (Cl. 35)	10-26-99	2,289,555
AQUENT (Cl. 36)	09-19-00	2,388,801
AQUENT (Cl. 41)	11-28-00	2,409,082
SKILL.COM (Cl. 35)	09-26-00	2,389,303
MISC. DESIGN (man) cl. 35	10-17-00	2,396,468
AQUENT (Stylized) cl. 35	05-22-01	2,453,764
AQUENT (Stylized) (cl. 41)	12-12-00	2,413,056
TALENTFINDER	02-20-01	2,429,448
FAST CASH (Supp.)	09-11-01	2,489,610
NEWD (Cl. 41)	12-19-00	2,414,191
NEWD (Cl. 41)	12-19-00	2,414,189
NEW ENGLAND WEB DESIGN AWARDS (Supp.)	08-28-01	2,484,005
NEW ENGLAND WEB DESIGN AWARDS (Supp.)	07-24-01	2,472,538
WEBPEOPLE	App. Date 09-25-97	Ser. No. 75/363,155
WEBSOURCE	App. Date 09-25-97	Ser. No. 75/362,998
WEBRESOURCES	App. Date 09-25-97	Ser. No. 75/362,997
INDEPRO	App. Date 02-17-98	Ser. No. 75/435,516
AQUENT (Cl. 36)	App. Date 02-17-99	Ser. No. 75/435,515
MISC. DESIGN (man) cl. 36	App. Date 2-10-99	Ser. No. 75/637,425
AQUENT & Des. (Cl. 36)	App. Date 02-10-99	Ser. No. 75/637,434
1099	App. Date 01-28-00	Ser. No. 75/904,760

RENAISSANCE WORLDWIDE, INC.

<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>
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RENE M. LAFORTE
DIRECT LINE: 202.383.0418
Internet: rlaforte@sablaw.com

July 9, 2002

VIA MESSENGER

U.S. Patent and Trademark Office
Assignment Division
BOX ASSIGNMENTS
Crystal Gateway-4
1213 Jefferson Davis Highway
Suite 320
Arlington, Virginia 22202

Re: Request for Recordal of Security Interest Release
Mark: **GOVCONNECT (and Design)**, Serial No. 76/202,519
Our Ref: 34250.0567

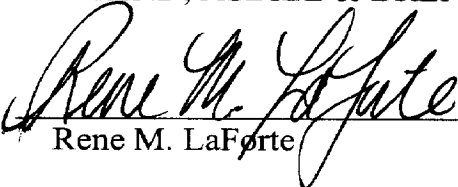
Dear Madam or Sir:

Enclosed for recordation is a copy of a Release of Security Interest in Trademarks granted by BHC Interim Funding, L.P. in connection with GovConnect, Inc.'s application for **GOVCONNECT (and Design)**, Serial No. 76/202,519. Please update the records of the U.S. Patent and Trademark Office to reflect the Release of Security Interest.

In accordance with PTO rules, we enclose a Recordation Cover Sheet and our check in the amount of \$40.00 to cover the fees for recordation. If the enclosed payment is insufficient, please debit the deficiency from our Deposit Account No. 19-5029.

Thank you for your assistance with this matter. We look forward to receiving the official notice of recordation in due course.

Respectfully submitted,
SUTHERLAND, ASBILL & BRENNAN LLP

By: 
Rene M. LaForte

Enclosures

WO 120167.1

Atlanta ■ Austin ■ New York ■ Tallahassee ■ Washington, DC

TRADEMARK

RECORDED: 07/09/2002

REEL: 002543 FRAME: 0516