

08-14-2002

Form PTO-1594

(Rev. 03/01)

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

Tab settings =>=>=> 0

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

102189974

0 0 0

To the Honorable Commissioner of Pa.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Arthur D. Little, Inc.

1812 02

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 13, 2002

2. Name and address of receiving party(ies)

Name: ICF Consulting Services, L.L.C.

Internal

Address:

Street Address: 9300 Lee Highway

City: Fairfax State: VA Zip: 22031

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware limited liability company
☐ 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)

B. Trademark Registration No.(s)
1,363,101; 2,125,130Additional number(s) attached ☐ Yes ☒ No

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

Name: Becky L. Troutman

Internal Address: Thelen Reid & Priest LLP

Street Address: P.O. Box 190187

City: San Francisco State: CA Zip: 94119

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0918

(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.

Becky L. Troutman

Name of Person Signing

Becky L. Troutman

Signature

08/06/2002

Date

08/13/2002 DBYRNE 00000131 1363101

01 FC:481

02 FC:482

40.00 DP

25.00 DP

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

7

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

TRADEMARK
 REEL: 002562 FRAME: 0161

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: May 13, 2002

WHEREAS, Arthur D. Little, Inc., a Massachusetts corporation ("ADL"), having its principal place of business at 25 Acorn Park, Cambridge, Massachusetts 02140-2390, Arthur D. Little International, Inc., a Massachusetts corporation ("ADL International"), and each of the subsidiaries of ADL identified in the Asset Purchase Agreement (defined below) (together with ADL and ADL International, "Assignor") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

WHEREAS, ICF Consulting Services, L.L.C., a Delaware limited liability company, having a place of business at 9300 Lee Highway Fairfax, Virginia 22031-1207 ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

WHEREAS, the Assignor and Assignee have entered into the GER Asset Purchase Agreement dated as of the date set forth above (the "Asset Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof and subject to the terms and conditions of the Asset Purchase Agreement, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 13th day of May, 2002.

[The remainder of this page has been left blank intentionally.]

ASSIGNOR:

**ARTHUR D. LITTLE, INC.
ARTHUR D. LITTLE INTERNATIONAL, INC.
ARTHUR D. LITTLE ENTERPRISES, INC.
C-QUENTIAL HOLDINGS, INC.
C-QUENTIAL, INC.
ENTERPRISE COMPUTER, INC.
ENTERPRISE MEDICAL TECHNOLOGIES, INC.
SRT, INC.**

By: Frederick T. McElligott
Name: Frederick T. McElligott
Title: Treasurer

ASSIGNEE:

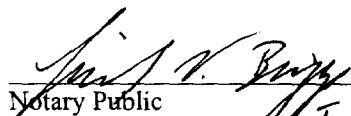
ICF CONSULTING SERVICES, L.L.C.

By: _____
Name:
Title:

STATE OF Massachusetts) SS.
COUNTY OF Suffolk)

On this 3rd day of May, 2002, before me personally appeared Frederick T. McElligott, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of Arthur D. Little, Inc., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Frederick T. McElligott acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Notary Public
My Commission Expires: July 18, 2008

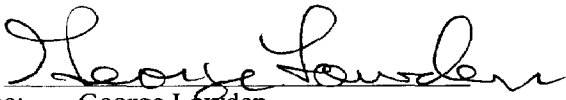
ASSIGNOR:

**ARTHUR D. LITTLE, INC.
ARTHUR D. LITTLE INTERNATIONAL, INC.
ARTHUR D. LITTLE ENTERPRISES, INC.
C-QUENTIAL HOLDINGS, INC.
C-QUENTIAL, INC.
ENTERPRISE COMPUTER, INC.
ENTERPRISE MEDICAL TECHNOLOGIES, INC.
SRT, INC.**

By: _____
Name: Frederick T. McElligott
Title: Treasurer

ASSIGNEE:

ICF CONSULTING SERVICES, L.L.C.

By: 
Name: George Lowden
Title: President

COMMONWEALTH OF VIRGINIA

COUNTY OF Fairfax, to wit:

) SS.

)

On this 13th day of May, 2002, before me personally appeared George Loudon,
to me personally known who, being by me duly sworn, did say that he is the President of
[ASSIGNEE], a limited liability company, and that said instrument was signed and sealed on behalf of said
limited liability company by all necessary authority; and said George Loudon acknowledged said
instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid
on the day and year last above written.

Dawn M Culotta
Notary Public

My Commission Expires: 2/29/04

TRADEMARK

REEL: 002562 FRAME: 0166

Exhibit A

Beyond Compliance

CHEMEST

The Joyce Institute

AuditPro

eauditSKIL

HAZOPTimizer

SuperChems

TCAce