

04-02-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102406680 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

3-28-03

Provant, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 12/31/02

2. Name and address of receiving party(ies)

Name: Novations Group, Inc.

Internal

Address: _____

Street Address: 745 Boylston Street, 3rd Floor

City: Boston State: MA Zip: 02111

- 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

OFFICE OF PUBLIC RECORDS
2003 MAR 23 AM 9:21
FBI/ARL SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached schedule.

Additional number(s) attached Yes No

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

Name: Matthew D. Hanaghan

Internal Address: Nutter, McClennen & Fish, LLP

Street Address: World Trade Center West

115 Seaport Boulevard

City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

141449

DO NOT USE THIS SPACE

9. Signature.

Renee' Diana Sanft

Name of Person Signing

Signature

March 28, 2003

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

04/01/2003 6TON11 00000071 76199052

01 FC:852 40.00 OP
02 FC:852 50.00 OP

TRADEMARK
REEL: 002703 FRAME: 0238

APPENDIX A

ASSIGNED MARKS

Schedule of Trademarks of Provant, Inc.

<u>Mark</u>	<u>Ser/Reg</u>	<u>Reg Date/Filing Date</u>	<u>Status</u>
United States			
MANAGER'S MINDSET	76/199,052	January 24, 2001	Pending
MANAGER'S MINDSET	76/199,740	January 24, 2001	Pending
MANAGER'S MINDSET	2,646,888	November 5, 2002	Registered
CTM			
MANAGER'S MINDSET	2,205,011	May 4, 2001	Pending
MEXICO			
MANAGER'S MINDSET	736,102	February 28, 2002	Registered
MANAGER'S MINDSET	729,807	January 15, 2002	Registered
MANAGER'S MINDSET	736,101	January 15, 2002	Registered
CANADA			
MANAGER'S MINDSET	1101,787	May 1, 2001	Pending

1178065.1

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 31, 2002 ("Effective Date") by and between Provant, Inc. ("Assignor") and Novations Group Inc. ("Assignee").

WHEREAS, Assignor, a Delaware corporation, STAR MOUNTAIN, INC., a Delaware corporation and wholly owned subsidiary of Assignor ("Star Mountain", and together with Assignor, "Sellers"), and DRAKE BEAM MORIN-JAPAN, INC., a Japanese joint stock company ("Purchaser") are parties to that certain Stock and Asset Purchase Agreement, dated as of December 15, 2002 (the "Agreement"), providing, on the terms and conditions set forth in the Agreement, for the acquisition by Purchaser of the Businesses (as defined in the Agreement). Capitalized terms not defined in this Assignment shall have the meaning set forth in the Agreement;

WHEREAS, pursuant to the Agreement, Sellers agreed to assign to Purchaser, or its nominees, all right, title and interest in and to all trademarks, service marks, trade names, URLs and Internet domain names, designs, slogans, logos, trade dress, included in the Transferred IP together with the goodwill related to the foregoing (collectively, the "Trademarks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to those Trademarks, including those registrations and applications related thereto, indicated on Appendix A (collectively, the "Assigned Marks")

WHEREAS, Purchaser and Sellers desire that Assignor and Assignee execute and deliver this Assignment in order to confirm the assignment to Assignee of the Assigned Marks, and to record the assignment to Assignee with the United States Patent and Trademark Office and/or any other similar or appropriate government authority, in the United States or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the foregoing recitals, hereby made part of this Assignment, Assignor and Assignee agree as follows:

Article 1. Assignment. As of the Effective Date, Assignor hereby sells, assigns, transfers, conveys, delivers and sets over to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, all right, title and interest in and to the following:

(a) All of the Assigned Marks;

(b) Any and all other rights, priorities and privileges of Assignor provided under United States, state, foreign or multinational law or any, compact, treaty, protocol, convention or organization, now or hereafter in effect, with respect to the Assigned Marks, including rights under the laws of unfair competition and all common law rights,

together with all income, royalties or payments due or payable as of the Effective Date or thereafter ("Related Rights");

(c) Any and all rights to obtain renewals and extensions or other legal protections, or foreign equivalents thereof that may be obtained pertaining to the Assigned Marks and the Related Rights; and

(d) Any and all rights to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the Assigned Marks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds or damages therefrom.

Article 2. Purpose. Assignee shall hold the Assigned Marks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and nominees, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Article 3. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office and/or any other similar or appropriate government authority, in the United States or otherwise, to record Assignee as assignee and owner of the Assigned Marks.

Article 4. Further Assurances. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action reasonably necessary to protect, secure and vest good, valid and marketable title in and to the Assigned Marks and the Related Rights in Assignee in all relevant nations and jurisdictions. In the event that Assignee is unable, for any reason whatsoever, to secure Assignor's signature or assistance with respect to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as its attorney-in-fact, with full power of substitution, to act for and on behalf of and in the stead of Assignor, and in its name, to execute and file any such document and to do all lawfully permitted acts to further the purposes of this Article with the same effect as if executed or done by Assignor.

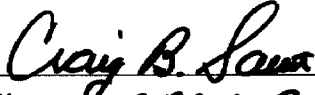
Article 5. Divisibility. The parties agree that the assignment relating to each Assigned Mark, including each such registration or application listed on Appendix A, shall be construed as separable and divisible from the assignment of every other Assigned Mark assigned hereunder. The unenforceability or invalidity of this Assignment with respect to any particular Assigned Mark, registration or application shall not limit its enforceability or validity, in whole or in part, with respect to any other Assigned Mark, registration or application.

Article 6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

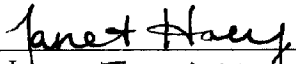
ASSIGNEE:

NOVATIONS GROUP INC.


Name: CRAIG B. SAWIN
Title: C.E.O.

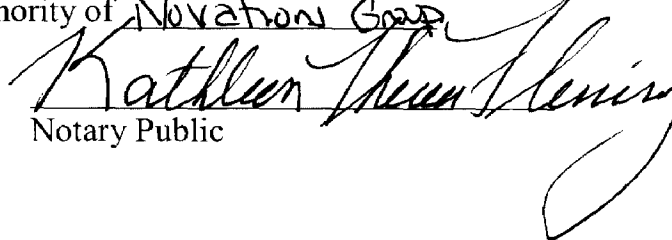
ASSIGNOR:

PROVANT, INC.


Name: Janet Hoby
Title: Vice President

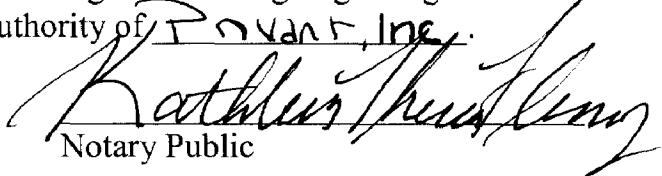
STATE OF Mass.)
) SS.
COUNTY OF Suffolk)

On this 31 day of December, there appeared before me Craig Sawin,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Novation Group


Notary Public

STATE OF Mass.)
) SS.
COUNTY OF Suffolk)

On this 31 day of December, there appeared before me Janet Hoyt,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Novant, Inc.


Notary Public