

04-28-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



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

102432931 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

42303

Novations Group 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: 4/10/03

2. Name and address of receiving party(ies)

Name: Novations Performance Solutions, Inc.

Internal

Address: _____

Street Address: 745 Boylston Street, 3rd Floor

City: Boston State: MA Zip: 02116

- 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 APR 23 AM 9:00
FINANCE 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

155 Seaport Boulevard

City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 180

- 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

April 23, 2003

Date

7

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

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

04/25/2003 GTDM11 00000098 2140916

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

TRADEMARK
REEL: 002718 FRAME: 0915

APPENDIX A

ASSIGNED MARKS

Schedule of Trademarks of Novations Group Inc.

Mark	Ser/Reg	Reg Date/Filing Date	Status
United States			
THE ACCOUNTING GAME*	2,140,916	March 3, 1998	Registered
M&A INTEGRATION	2,153,236	April 21, 1998	Registered
CE (STYLIZED LETTERS)	2,303,884	December 28, 1998	Registered
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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 10, 2003 ("Effective Date") by and between Novations Group Inc., a Massachusetts corporation ("Assignor"), and Novations Performance Solutions, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has executed that certain Bill of Sale, dated as of January 1, 2003 (the "Bill of Sale");

WHEREAS, pursuant to the Bill of Sale, Assignor agreed to assign to Assignee all right, title and interest in and to certain assets, including the trademarks and those registrations and applications related thereto indicated on Appendix A hereto (the "Assigned Marks");

WHEREAS, Assignor is the owner of all right, title and interest in and to those Assigned Marks; and

WHEREAS, Assignor and Assignee desire to 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. Assignor hereby confirms that as of January 1, 2003, Assignor sold, assigned, transferred, conveyed, delivered and set 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 January 1, 2003 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 January 1, 2003, 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.

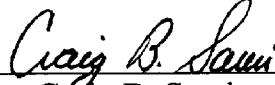
Article 6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other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

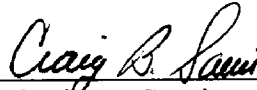


Name: Craig B. Sawin

Title: President

ASSIGNOR:

NOVATIONS GROUP INC.



Name: Craig B. Sawin

Title: President

STATE OF Massachusetts) SS.
COUNTY OF Suffolk)

On this 10th day of April, 2003, there appeared before me Craig B. 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 Novations Performance Solutions, Inc.

Pete M. Cornach
Notary Public
My Commission Expires
June 26, 2009

STATE OF Massachusetts) SS.
COUNTY OF Suffolk)

On this 10th day of April, 2003, there appeared before me Craig B. 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 Novations Group Inc.

Pete M. Cornach
Notary Public
My Commission Expires
June 26, 2009