

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release and Reassignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gartner, Inc.		09/10/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	People3, Inc.
Street Address:	745 Route 202-206
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2634278	PEOPLEPOWER

CORRESPONDENCE DATA	
Fax Number:	(860)251-5999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-251-5135
Email:	trademarks@goodwin.com
Correspondent Name:	Barbara Villandry, Paralegal
Address Line 1:	Shipman & Goodwin LLP, One American Row
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ATTORNEY DOCKET NUMBER:	21919-01
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NAME OF SUBMITTER:	Barbara Villandry
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Total Attachments: 3
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OP \$40.00 2634278

RELEASE AND REASSIGNMENT - TRADEMARKS

This **RELEASE AND REASSIGNMENT** is made this 10th day of September, 2003 by GARTNER, INC., a Delaware corporation ("Lender").

W I T N E S S E T H :

WHEREAS, Lender and PEOPLE3, INC., a Delaware corporation ("Borrower") are parties to a certain Security Agreement dated as of November 19, 2001, as it may be amended from time to time (the "Loan Agreement") pursuant to which Lender made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Collateral Assignment of Trademarks (the "Collateral Assignment"), dated as of November 19, 2001, pursuant to which Borrower granted a security interest in and to the Trademarks, as each is defined below; and

WHEREAS, the Collateral Assignment was recorded at the United States Patent and Trademark Office on June 11, 2002, and

WHEREAS, the Liabilities have been fully satisfied and, therefore, the Borrower has requested that Lender release its security interest in the Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (a)—(d) of this subparagraph, are hereinafter referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

(2) Lender hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Lender, all of Lender's rights, title and interest, in and to the Trademarks.

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

GARTNER, INC.

By: *Lum Schwartz*
Its: *Lewis G. Schwartz*
SVP + Secretary

SCHEDULE A

MARKS

Trademarks filed with the U.S. Patent and Trademark Office

Trademarks	Filing Date	Serial Number
PEOPLEPOWER	12/29/00	76-187,758