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

1. Name of conveying party(ies):

Mosaic Group, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other corporation continued under the laws of Canada

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

3. Nature of conveyance:

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

Execution Date: July 3, 2003

2. Name and address of receiving party(ies):

Name: Mosaic Sales Solutions US Operating Co.

Internal Address: _____

Street Address: 450 Lexington Avenue, Suite 3350

City: New York State: NY ZIP: 10017

- 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
(Designation 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)

76/392,608 ; 76/392,933 ; 76/392,610

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: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41):\$ 90.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(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.

Robyn Rahbar, Esq.

Name of Person Signing

Robyn Rahbar

Signature

7/30/03

Date

08/04/2003 6TOM11 00000063 76392608

Total number of pages including cover sheet, attachments, and document: 11

01 FC:8521
02 FC:8522

40.00 OR
50.00 OR

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

TRADEMARK
REEL: 002792 FRAME: 0229

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective this 3 day of July, 2003 (the "Effective Date"), from Mosaic Group Inc., a corporation continued under the laws of Canada ("MGI"), Mosaic Sales Solutions (I) Inc. ("MSS I"), Mosaic Sales Solutions (II) Inc. ("MSS II") and Mosaic Sales Solutions (III) L.P. ("MSS III"), all located at 469A King Street West, Toronto, Ontario M5Y 3M4 (collectively, the "Assignors"), on the one hand, to Mosaic Sales Solutions US Operating Co., a Delaware corporation located at c/o JLL Partners, 450 Lexington Avenue Suite 3350, New York, New York 10017 ("Assignee") on the other hand.

WHEREAS, pursuant to Section 2.1(i) of the Asset and LLC Membership Interest Purchase Agreement, dated as of May 28, 2003, as amended by Amendment #1 dated as of June 20, 2003 (the "Purchase Agreement"; capitalized terms not defined herein shall have the meaning ascribed to them therein), Assignors (as Vendors thereunder) have agreed to assign to Assignee at Closing all of their right, title and interest in and to all Intellectual Property owned or used in the Business;

NOW, THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration (including that recited the Purchase Agreement), the receipt and adequacy of which is hereby acknowledged, Assignors and Assignees hereby agree as follows:

1. a. MSS II hereby assigns, transfers and conveys to Assignee the United States copyright registration listed on Schedule A annexed hereto;
- b. MGI, MSS I and MSS II hereby assign, transfer and convey to Assignee all of their United States, Canadian and foreign trade marks, trade names, certification marks, service marks, and other source indicators, and the goodwill of any business symbolized thereby, including without limitation those listed on Schedule B;
- c. MGI, MSS I, MSS II and MSS III hereby assign, transfer and convey to Assignee all of their rights in the domain names and internet addresses listed on Schedule C, and agree to take all necessary actions within 72 hours of the Effective Date to transfer the domain name reservations and registrar contacts to Assignee for all applicable registrars and to cause the public databases of such registrars (e.g., the WHOIS database) to display new ownership of the domain names in Assignee's name;
- d. MGI, MSS I, MSS II and MSS III hereby assign, transfer and convey to Assignee all of their software applications and related items, including those listed on Schedule D;
- e. MGI hereby assigns, transfers and conveys to Assignee all of its Canadian business name registrations, including without limitation those listed on Schedule E; and

f. All of the Assignors hereby assign, transfer and convey to Assignee all of their right, title and interest in any other United States, Canadian and foreign Intellectual Property owned or used in the Business (the above 1(a) – (f), collectively, the “Intellectual Property”).

2. All of the Assignors hereby assign, transfer, and convey to Assignee the following rights in connection with their Intellectual Property assigned hereunder:

a. Any and all other rights, privileges and priorities provided under United States, state, foreign or multinational law, compact, treaty, protocol, convention or organization with respect to such Intellectual Property (“Related Rights”);

b. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, misappropriation, dilution or other unauthorized use or conduct in derogation of such Intellectual Property and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

c. Any and all rights to obtain applications, registrations, renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations, or similar legal protections related thereto pertaining to such Intellectual Property and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Intellectual Property and Related Rights as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

This Assignment is effective between the parties as of the Effective Date.

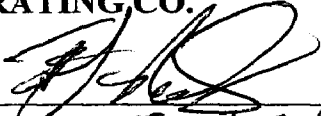
Assignors shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further actions necessary to protect, secure and vest good, valid and marketable title to the Intellectual Property and Related Rights in Assignee in all applicable jurisdictions (including, without limitation, Austria, Canada, Chile, China, the European Community, Mexico, the United Kingdom and the United States) and to record this Assignment with all appropriate authorities in all applicable jurisdictions (including the foregoing).

This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Assignors and Assignee have executed and delivered this Assignment as of the date written above.

ASSIGNEE:

**MOSAIC SALES SOLUTIONS US
OPERATING CO.**



Name: Frank Rodriguez
Title: President

ASSIGNORS:

MOSAIC GROUP INC.

Name:
Title:

MOSAIC SALES SOLUTIONS (I) INC.

Name:
Title:

**MOSAIC SALES SOLUTIONS (II)
INC.**

Name:
Title:

**MOSAIC SALES SOLUTIONS (III) L.P.
by its general partner, MOSAIC SALES
SOLUTIONS (III) (GP) INC.**

Name:
Title:

Subscribed and sworn to before me
this ___ day of July, 2003.

Notary Public

IN WITNESS WHEREOF, Assignors and Assignee have executed and delivered this Assignment as of the date written above.

ASSIGNEE:

**MOSAIC SALES SOLUTIONS US
OPERATING CO.**

Name:

Title:

ASSIGNORS:

MOSAIC GROUP INC.



Name:

Title:

MOSAIC SALES SOLUTIONS (I) INC.



Name:

Title:

**MOSAIC SALES SOLUTIONS (II)
INC.**



Name:

Title:

**MOSAIC SALES SOLUTIONS (III) L.P.
by its general partner, MOSAIC SALES
SOLUTIONS (III) (GP) INC.**



Name:

Title:

Subscribed and sworn to before me
this ___ day of July, 2003.

Notary Public

047820-0003-08200-NY02.2283330.3

SCHEDULE A – U.S. COPYRIGHTS

REGISTERED COPYRIGHT

ASSIGNOR

**“Homelife Presents: Becoming the Best: Unit 5: Pulling It All Together”
(Reg. No. TX2690769)**

MSS II

SCHEDULE B – TRADEMARKS

TRADEMARKS & TRADEMARK APPLICATIONS	ASSIGNOR
HOUNDDOG (Serial No.76/392608; U.S.)	MGI
MAKE SOMETHING HAPPEN (Serial No.76/392933; U.S.)	MGI
REAL SOLUTIONS REAL RESULTS (Serial No.76/392610; U.S.)	MGI
AVENTESAGES (Reg. No. TMA356412; Canada)	MGI
AVENTESAGES AND DESIGN (Reg. No. TMA369660; Canada)	MGI
MAKE SOMETHING HAPPEN (Application No. 1,141,077; Canada)	MGI
MOSAIC (Application No. 1,049,968; Canada)	MGI
MOSAIC DESIGN (Application No. 1,050,337; Canada)	MGI
REAL SOLUTIONS REAL RESULTS (Application No. 1,131,263; Canada)	MGI
S&MG DESIGN (Reg. No. TMA491799; Canada)	MGI
SERVICES DE MARKETING GLOBAL (Reg. No. TMA490215; Canada)	MGI
WE MAKE A DIFFERENCE (Reg. No. TMA389077; Canada)	MGI
COLLEGE GRADPAC (App. No. 75/872,963; U.S.)	MSS I
EVENT-CAM (Reg. No. 2,408,661; U.S.)	MSS I
TMG (Reg. No. 395,720; Canada)	MSS II
TMG (Reg. No. 415,160; Mexico)	MSS II
TMG and Design (Reg. No. 1,191,813; China)	MSS II
TMG and Design (Reg. No. 1,191,816; China)	MSS II
TMG and Design (Reg. No. 129,302; Austria)	MSS II
TMG and Design (Reg. No. 337,857 EC)	MSS II
TMG and Design (Reg. No. 519,385; Chile)	MSS II
TMG and Design (Reg. No. B1,395,924; UK)	MSS II
TELEVISIT (Reg. No. 2,214,945; U.S.)	MSS II
TMG (Reg. No. 1,350,963; U.S.)	MSS II

SCHEDULE C –DOMAIN NAMES

DOMAIN NAMES	ASSIGNOR	DATE REGISTERED	RENEWAL DATE
equityevent.ca	MGI		
equityevents.ca	MGI		
eyeonretail.com	MGI		
mosaic.com	MGI		
mosaicgroupinc.com*	MGI		
mosaicjobs.com	MGI		
mosaiclabatt.com	MGI		
mosaicperform-measurement.com	MGI		
mosaiclessolutions.ca	MGI		
ourfrontline.com	MGI		
rpgcanada.com	MGI		
rpglotterystore.com	MGI		
samg.com	MGI		
samg.mosaic.com	MGI		
samgpq.com	MGI		
tmgcanada.com	MGI		
tmgcanada.mosaic.com	MGI		
tmgus.mosaic.com	MGI		
mosaiclessolutions.com	MGI, MSS II		
mosaicretail.com	MSS I		
mosaicretailsolutions.com	MSS I		
mosaicsales.com	MSS I		
mosaiclessolutions1.com	MSS I		
samgus.com	MSS I		
tmgamerica.com	MSS II		
tmgsolutionsinc.com	MSS II		
huntingdownideas.com	MSS III		
mosaicrm.com	MSS III		

SCHEDULE D – OTHER INTELLECTUAL PROPERTY

SOFTWARE APPLICATIONS	ASSIGNOR
Independent Contractor Compensation System	MGI
J.D. Edwards Enhancements	MGI
LiveWire Reporting Portals	MGI
Rep Self Scheduling System	MGI
Retail Solutions Recruiting System	MGI
Territory Management	MGI
Time and Expense	MGI
EyeQ (Wright Strategies + other software embedded)	MSS I
Focus 2000	MSS I
FTP Transfer ActiveX Control	MSS I
Analyst Toolbox	MSS II
Quantum Community	MSS II
Quantum Controller	MSS II
Quantum Insights	MSS II
Quantum Knowledge (IntraLearn required)	MSS II
Quantum Recruiting	MSS II
Quantum Relay	MSS II
Quantum View	MSS II
Connect!	MSS III

SCHEDULE E – BUSINESS NAMES

PROVINCE	BUSINESS NAME REGISTRATIONS	ASSIGNOR
British Columbia	SMG Special Markets Group	MGI
	The Retail Group	MGI
	TMG	MGI
	Mosaic Organizational Performance Group	MGI
	Mosaic Performance Solutions	MGI
	RPG Retail Performance Group	MGI
	SDI Service Dimensions International	MGI
Alberta	SMG Special Markets Group	MGI
	The Retail Group	MGI
	TMG	MGI
	Mosaic Organizational Performance Group	MGI
	Mosaic Performance Solutions	MGI
	RPG Retail Performance Group	MGI
	SDI Service Dimensions International	MGI
Saskatchewan	Mosaic Performance Solutions	MGI
Manitoba	Mosaic Performance Solutions	MGI
Ontario	Mosaic Organizational Performance Group	MGI
	S&MG	MGI
	Sales & Merchandising Group	MGI
	TMG Solutions Canada	MGI
	SMG Special Markets Group	MGI
	The Retail Group	MGI
	TMG	MGI
	Mosaic Performance Solutions	MGI
	RPG Retail Performance Group	MGI
	SDI Service Dimensions International	MGI
Mosaic Organizational Performance	MGI	
Quebec	Groupe Mosaic	MGI
	Mosaic Performance Solutions	MGI
	Solutions de Performance Mosaic	MGI
	Mosaic Solutions de vente	MGI
New Brunswick	SMG Special Markets Group	MGI
	The Retail Group	MGI

	TMG	MGI
	Mosaic Organizational Performance Group	MGI
	Mosaic Performance Solutions	MGI
	RPG Retail Performance Group	MGI
	SDI Service Dimensions International	MGI
Nova Scotia	SMG Special Markets Group	MGI
	Mosaic Performance Solutions	MGI
P.E.I.	Mosaic Performance Solutions	MGI