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

8-1-03



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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 Sales Solutions (I) Inc.

- Individual(s)
- General Partnership
- Corporation-State (DE)
- 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: 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)

75/872,963

B. Trademark Registration No.(s)

2,408,661

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:

2

7. Total fee (37 CFR 3.41):

\$ 65.00

- 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 6TON11 00000064 75872963

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

01 FC:8521  
02 FC:8522

40.00 00  
25.00 00

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: 0248

## 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"<br>(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**

| <b>DOMAIN NAMES</b>           | <b>ASSIGNOR</b> | <b>DATE REGISTERED</b> | <b>RENEWAL DATE</b> |
|-------------------------------|-----------------|------------------------|---------------------|
| 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**

| <b>PROVINCE</b>                      | <b>BUSINESS NAME REGISTRATIONS</b>      | <b>ASSIGNOR</b> |
|--------------------------------------|---|-----------------|
| 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 |