

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Right Management Consultants, Inc.		03/24/2004	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	RMC of Illinois, Inc.
Street Address:	100 North Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2147920	COURAGE QUOTIENT

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2159814194
Email: kennedyp@pepperlaw.com
Correspondent Name: Paul J. Kennedy
Address Line 1: 18th and Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	RMC 126039.3
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NAME OF SUBMITTER:	Paul J. Kennedy
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Total Attachments: 2
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CH \$40.00 2147920

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") made and entered into this 24th day of March, 2004, by and between Right Management Consultants, Inc., a Pennsylvania corporation, ("Assignor") in favor of RMC of Illinois, Inc., an Illinois corporation, ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to Trademark Registration No. 2,147,920 ("Trademark"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademark;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark;
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Illinois;
6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

TRADEMARK**REEL: 002820 FRAME: 0537**

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

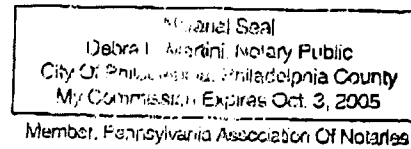
RIGHT MANAGEMENT CONSULTANTS, INC.

By: Theresa A Young
Name: Theresa A Young
Title: Executive Vice President

Sworn to and subscribed
before me this 24th day of March, 2004.

Debra L. Martini
Notary Public

My commission expires: Oct 3, 2005



RMC OF ILLINOIS, INC.

By: Theresa A Young
Name: Executive Vice President
Title

Sworn to and subscribed
before me this 24th day of March, 2004.

Debra L. Martini
Notary Public

My commission expires: Oct. 3, 2005

