

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
Star Mountain Inc.		03/11/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	FPMI Solutions Inc.
Street Address:	2001 Pennsylvania Avenue NW #400
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2462972	FEDNEWS ONLINE
Registration Number:	2341404	FEDED SEMINARS
Registration Number:	2400998	E-FED

CORRESPONDENCE DATA	
Fax Number:	(213)996-3339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2136836339
Email:	claudiaimmerzeel@paulhastings.com
Correspondent Name:	Claudia Immerzeel c/o Paul Hastings
Address Line 1:	515 S Flower St 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	34328.00028
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NAME OF SUBMITTER:	Claudia Immerzeel
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, Star Mountain, Inc., a Delaware corporation (“Assignor”), and FPMI Solutions, Inc., a Delaware corporation (“Assignee”), have entered into that certain Asset Purchase Agreement dated as of February 13, 2004 by and among Assignor, Assignee, Provant, Inc., a Delaware corporation, and Paladin Capital Partners Fund, L.P., a Delaware limited partnership (the “Agreement”).

WHEREAS, pursuant to Section 1.1(a)(vii) of the Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver good and marketable title to all trademarks owned by Assignor free and clear of any encumbrance, lien, pledge, hypothecation, mortgage or security interest, and Assignee has agreed to purchase all trademarks owned by the Assignor, free and clear of any encumbrance, lien, pledge, hypothecation, mortgage or security interest, including without limitation those trademark registrations listed in Exhibit A attached hereto (collectively, the “Trademarks”), together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, and Assignee’s successors and assigns, (i) good and marketable title to all the Trademarks owned by Assignor, free and clear of any encumbrance, lien, pledge, hypothecation, mortgage or security interest, together with the goodwill of the business associated therewith, (ii) Assignor’s common law and statutory right, title and interest in the Trademarks, (iii) Assignor’s rights of registration, maintenance, renewal and protection thereof, and (iv) Assignor’s rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Trademarks. Assignor hereby authorizes Assignee, and its successors and assigns, to the fullest extent permitted by applicable law, to file in Assignee’s own name applications for trademark registration in the United States and in foreign countries in connection with the Trademarks, and to secure in Assignee’s own name the registrations granted thereon. Assignor also hereby appoints Assignee as its agent to act in Assignor’s name and on Assignor’s behalf to take any action necessary to effect the transfer of any of the Trademarks to Assignee, or prosecute or otherwise enforce any claims, rights or benefits relating to the Trademarks.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment effective as of March 11, 2004.

STAR MOUNTAIN, INC.

By: Janet Sullivan

Its: VP + CFO

STATE OF VIRGINIA)
)
COUNTY OF ALEXANDRIA)

On this 9th day of March, 2004, before me, JANET M. SULLIVAN, the undersigned officer, personally appeared before me STAR MOUNTAIN INC., known personally to me to be the VPT CFO of the above-named company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

HASSAN M. KAID
Notary Public

My Commission expires: MAY 31, 2007

EXHIBIT A
TRADEMARKS

Mark	Serial/Registration Number	Filing/Registration Date	Status
FedNews Online	2462972	6/19/01	Live
FedEd Seminars	2341404	4/11/00	Live
E-Fed	2400998	10/31/00	Live