

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&M Associates, Inc.		05/19/2004	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	900 Ashwood Parkway
Internal Address:	Suite 610
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30338
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76499426	THE ASPIRE GROUP
Serial Number:	76464725	TALENT - TECHNOLOGY - TIMING

## CORRESPONDENCE DATA

Fax Number: (404)602-8670

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-888-4090

Email: HWRITM@hunton.com

Correspondent Name: Bruce W. Moorhead, Jr.

Address Line 1: 600 Peachtree Street, NE

Address Line 2: Suite 4100, Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:

64534.5

NAME OF SUBMITTER:

Shannon Adkins

Total Attachments: 4

900009482

TRADEMARK  
REEL: 002878 FRAME: 0420

CH \$65.00 76499426

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of <sup>May</sup> ~~June~~ 19, 2004, by B & M ASSOCIATES, INC., a Massachusetts corporation ("Grantor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to (i) that certain Loan and Security Agreement, by and among Aquent, Inc., Renaissance Worldwide, Inc., Renaissance Worldwide IT Consulting Services, Inc., Aquent LLC, the financial institutions party thereto from time to time as Lenders, and Agent (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), and (ii) that certain Joinder Agreement and Fourth Amendment to Loan and Security Agreement, dated of even date herewith (the "Joinder Agreement"), among Grantor, as New Borrower, the other Borrowers named therein, and Agent, Agent has agreed to make the Loans for the benefit of Grantor and the other Borrowers; and

WHEREAS, pursuant to the Loan Agreement and the Joinder Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under

any Trademark License; provided that notwithstanding the foregoing, "Trademark Collateral" shall not include and shall specifically exclude any property which would be excluded by the proviso in the definition of "Collateral".

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**B & M ASSOCIATES, INC.**

By: [Signature]  
Name: Steven Kaplan  
Title: Director

Address: 4510 Executive Drive, Suite 206  
San Diego, CA 92121

ACCEPTED AND ACKNOWLEDGED BY:

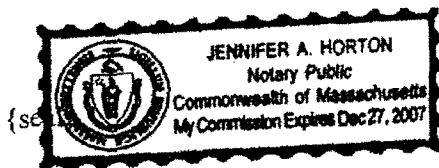
THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Agent

By: [Signature]  
Name: STONE BODIAN  
Title: VP

ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS)  
COUNTY OF SUFFOLK ) ss.

On this 10 day of June, 2004 before me personally appeared Steven Kaplan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of B & M ASSOCIATES, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said company.



[Signature]  
Notary Public

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
THE ASPIRE GROUP	76499426		Approval Pending
TALENT – TECHNOLOGY - TIMING	76464725	2,822,490	Registered