

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aquent LLC		01/14/2005	Limited Liability Company:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	B&M Associates, Inc.
<b>Street Address:</b>	711 Boylston Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	2663418	AQUENT
Registration Number:	2388801	AQUENT
Registration Number:	2472538	NEW ENGLAND WEB DESIGN AWARDS
Registration Number:	2414191	NEWD
Registration Number:	2484005	NEW ENGLAND WEB DESIGN AWARDS
Registration Number:	2414189	NEWD
Registration Number:	2592382	1099
Registration Number:	2489610	FAST CASH
Registration Number:	2429448	TALENTFINDER
Registration Number:	2453764	AQUENT
Registration Number:	2413056	AQUENT
Registration Number:	2396468	
Registration Number:	2389303	SKILL.COM
Registration Number:	2289555	AQUENT

**CH \$965.00 2663418**

Registration Number:	2409082	AQUENT
Registration Number:	2210784	MACTEMPS
Registration Number:	2210783	MACTEMPS
Registration Number:	2233009	WEB-STAFF
Registration Number:	2364941	JOBALERT
Registration Number:	2177541	WEBSTAFF
Registration Number:	2240119	PC TEMPS
Registration Number:	1981040	1-800-NETWORK
Registration Number:	2033328	PORTFOLIO
Registration Number:	1508530	MACTEMPS
Registration Number:	2276873	KNOWLEDGE-ENABLED SELLING
Registration Number:	2227879	CONCEPT-TO-COMPLETION
Registration Number:	2303299	MINDING THE BUSINESS OF THE INTERNET
Registration Number:	2254703	N
Registration Number:	2157199	AURA
Registration Number:	2172086	RENAISSANCE
Registration Number:	2852898	THE ASPIRE GROUP
Registration Number:	2822490	TALENT - TECHNOLOGY - TIMING
Serial Number:	78405731	RENAISSANCE
Serial Number:	78405730	RENAISSANCE
Serial Number:	78366284	ROBOHEAD
Serial Number:	78165030	RETURN ON CREATIVE
Serial Number:	75414445	RENAISSANCE
Serial Number:	75414444	RENAISSANCE

**CORRESPONDENCE DATA**

Fax Number: (617)248-4000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 61-248-5000  
Email: pwilkins@choate.com  
Correspondent Name: E. Page Wilkins  
Address Line 1: 53 State Street  
Address Line 2: Choate, Hall & Stewart  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	E. Page Wilkins
Signature:	/E. Page Wilkins/

Date:

02/01/2005

**Total Attachments: 17**

source=IPSecAgree#page1.tif  
source=IPSecAgree#page2.tif  
source=IPSecAgree#page3.tif  
source=IPSecAgree#page4.tif  
source=IPSecAgree#page5.tif  
source=IPSecAgree#page6.tif  
source=IPSecAgree#page7.tif  
source=IPSecAgree#page8.tif  
source=IPSecAgree#page9.tif  
source=IPSecAgree#page10.tif  
source=IPSecAgree#page11.tif  
source=IPSecAgree#page12.tif  
source=IPSecAgree#page13.tif  
source=IPSecAgree#page14.tif  
source=IPSecAgree#page15.tif  
source=IPSecAgree#page16.tif  
source=IPSecAgree#page17.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 14<sup>th</sup> day of January, 2005 by and between AQUEST LLC, a Delaware limited liability company (the "Borrower") and B&M ASSOCIATES, INC., a Massachusetts corporation, and each of their direct and indirect subsidiaries (collectively, the "Subsidiaries") which are now or hereafter may become a signatory hereto (such Subsidiaries, together with Aquent LLC, Aquent, Inc. and Renaissance Worldwide, Inc. are referred to hereinafter each individually as a "Grantor", and individually and collectively, jointly and severally as the "Grantors") and Fleet National Bank, a Bank of America Company (the "Lender").

### RECITALS

Lender has agreed to make revolving credit loans and to extend certain financial accommodations to the Borrower (collectively, the "Loans"), pursuant to a certain Secured Demand Revolving Credit Note dated as of December 10, 2004 (the "Note") and related Security Agreement of even date between Aquent LLC and Lender (the "Security Agreement" and, together with the Note, each as amended from time to time, collectively, the "Loan Agreement"). The Loans are secured pursuant to the terms of the Security Agreement and a certain limited guaranty agreement executed by B&M Associates, Inc. as of the date hereof (the "Limited Guaranty Agreement"). The Lender required, as a condition to the closing of the Loan Agreement, that each of the Grantors grant to Lender a security interest in all of their Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantors under the Loan Agreement and the Limited Guaranty Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), each Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of each Grantor's present or future Obligations, each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral whether now existing or hereafter arising (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to each Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, however, that there shall be excluded from the foregoing grant of a security interest and excluded from the Intellectual Property Collateral any licenses to which any Grantor is a party to the extent (but only to the extent) that (i) the applicable license lawfully prohibits such grant of a security interest, or (ii) the granting of a security interest therein would violate any enforceable provision thereof or any applicable law (in each case such exclusion shall not apply however to the extent that any such prohibition against granting a security interest is rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code); provided further, that, upon Lender's request, such Grantor will use its commercially reasonable efforts to obtain any consent needed to subject any such property to this

grant of a security interest, and upon the receipt of any such consent, such license will thereafter be included in the definition of Intellectual Property Collateral, provided that, the failure to obtain any such consent despite commercially reasonable efforts of the Grantor will not result in an event of default.

2. Authorization and Request. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of its Intellectual Property Collateral as set forth on the attached exhibits, except for non-exclusive licenses granted by Grantor to its customers or Grantor's affiliates in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which such Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement or in the Loan Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party in each case as could reasonably be expected to cause a Material Adverse Change (as defined in the Security Agreement);

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work which is material to the operation of any Grantor's business;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works which are material to the operation of the Grantor's business, (ii) use its commercially reasonable efforts to detect infringements of such Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any such Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment forfeiture or dedication to the public is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights which is material to the operation of the Grantor's business, if not so already registered, and shall, from time to time, execute and file such other instruments, and take

such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) Upon the making of the filings referred to in clause (i) below, including, without limitation, paying any and all fees required in connection therewith, this IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender, a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral of the Borrower and B&M Associates, Inc. securing the payment and performance of the Obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the due and proper filing of, and payment of all fees required in connection with the filing of (A) UCC financing statements listing B&M Associates, Inc. as the debtor and the Lender as the secured party with the Secretary of State for the Commonwealth of Massachusetts (the Lender having filed with the Secretary of State for the State of Delaware a UCC financing statement against the Borrower on or about December 10, 2004) and (B) this Agreement with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works (and with respect to any after acquired Intellectual Property Collateral, any amendments thereto), no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (A) for the grant by any Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by any Grantor or (B) for the perfection or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall use commercially reasonable best efforts not to permit the inclusion of any provisions that could in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral in any material contract to which it becomes a party.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions a Grantor is required under this IP Agreement to take but which such Grantor fails to take, after fifteen (15) days' prior written notice to such Grantor. Each Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Each Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of such Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period, so long as Grantor remains in control of such plants and facilities) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to such Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to any Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, each Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may be reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Each Grantor hereby irrevocably appoints Lender as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining any Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which any Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property



Collateral without the signature of the applicable Grantor where permitted by law; and

(iii) Each Grantor hereby authorizes Lender to file financing statements without notice to Grantor with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral,

provided, however, that notwithstanding the foregoing, the Secured Party may not exercise any right or power as such attorney-in-fact in connection with the transfer or other encumbrance of the Intellectual Property Collateral or any interest therein unless an event of default is continuing and in conformity with Section 8 hereof.

7. Events of Default. The occurrence of any of the following shall constitute an event of default under this IP Agreement:

(a) An event of default occurs under the Loan Documents; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an event of default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. So long as an event of default is continuing, Lender shall have a nonexclusive, worldwide, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an event of default. Each Grantor will pay any reasonable expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and the Grantors, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct or from the breach by Secured Party of its obligations under this IP Agreement or the Loan Agreement.

10. Reassignment. At such time as all of the Grantors shall completely satisfy all of the obligations secured hereunder and the Lender's Obligations under the Loan Agreement have been terminated, Lender shall execute and deliver to Grantor all deeds, assignments and other instruments, statements or documents as may be necessary or proper to reinvest in Grantor full title to any property assigned hereunder, or release or terminate the security interest granted hereunder, in each case subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Binding Effect; Benefits. This Assignment shall be binding upon each of the Grantors and the Lender and their respective successors and shall inure to the benefit of the Grantors and the Lender and their respective successors, assigns and nominees.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE BANK SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE BANK DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE BANK'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

EACH GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with any Grantor (provided that they agree to maintain the confidentiality thereof in accordance with this Section 16); (ii) to prospective transferees or purchasers of any interest in the Loans (provided that they agree to maintain the confidentiality thereof in accordance with this Section 16); (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

17. Loan Document. The parties hereto agree that this Intellectual Property Security Agreement is a Loan Document.

**EXECUTED** as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantors:**

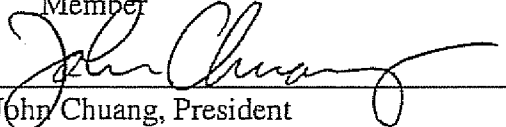
711 Boylston Street  
Boston, MA 02116

711 Boylston Street  
Boston, MA 02116


**GRANTORS:**

**AQUENT LLC**

By: Aquent, Inc., an authorized Class A  
Member

By:   
John Chuang, President

**B&M ASSOCIATES, INC.**

By:   
John Chuang, Treasurer

**FLEET NATIONAL BANK, a Bank of  
America Company**

By: \_\_\_\_\_  
Jean S. Manthorne, Senior Vice President

**EXECUTED** as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantors:**

711 Boylston Street  
Boston, MA 02116

711 Boylston Street  
Boston, MA 02116

**GRANTORS:**

**AQUENT LLC**

By: Aquent, Inc., an authorized Class A  
Member

By: \_\_\_\_\_  
(Title)

**B&M ASSOCIATES, INC.**

By: \_\_\_\_\_  
(Title)

**FLEET NATIONAL BANK**, a Bank of  
America Company

By: Jean S Manthorne  
Jean S. Manthorne, Senior Vice President

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated January 14, 2005.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A – ISSUED COPYRIGHTS

<u>COPYRIGHT TITLE</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
None		

SCHEDULE B – PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
None				

SCHEDULE C – UNREGISTERED COPYRIGHT

(Where no Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
None				

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated January 14, 2005.

EXHIBIT "B"

PATENTS

None

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated January 14, 2005.

EXHIBIT "C"

TRADEMARKS

AQUENT LLC

<u>Mark</u>	<u>File/Issue Date</u>	<u>Registration/Serial Number</u>
RENAISSANCE (cl. 36)	Filed: 04-21-2004	Serial No.: 78-405,731 (Pending)
RENAISSANCE (cl. 35)	Filed: 04-21-2004	Serial No.: 78-405,730 (Pending)
ROBOHEAD	Filed: 02-11-2004	Serial No.: 78-366,284 (Pending)
RETURN ON CREATIVE	Filed: 09-17-2002	Serial No.: 78-165,030 (Pending)
AQUENT (cl. 36)	Issued: 12-17-2002	Serial No.: 78-110,297 Reg. No.: 2,663,418
AQUENT (cl. 36)	Issued: 09-19-2000	Serial No.: 75-979,620 Reg. No.: 2,388,801
NEW ENGLAND WEB DESIGN AWARDS (cl. 41)	Issued: 07-24-2001	Serial No.: 75-923,026 Reg. No.: 2,472,538
NEWD (cl. 41)	Issued: 12-19-2000	Serial No.: 75-922,628 Reg. No. 2,414,191
NEW ENGLAND WEB DESIGN AWARDS (cl. 41)	Issued: 08-28-2001	Serial No.: 75-922,623 Reg. No.: 2,484,005
NEWD (cl. 41)	Issued: 12-19-2000	Serial No.: 75-922,270 Reg. No.: 2,414,189
1099 (cl. 16)	Issued: 07-09-2002	Serial No.: 75-904,760 Reg. No.: 2,592,382
FAST CASH (cl. 36)	Issued: 09-11-2001	Serial No.: 75-869,971 Reg. No.: 2,489,610
TALENTFINDER (cl. 35)	Issued: 02-20-2001	Serial No.: 75-782,115 Reg. No.: 2,429,448
AQUENT (stylized letters) (cl. 35)	Issued: 05-22-2001	Serial No.: 75-637,448 Reg. No.: 2,453,764
AQUENT (stylized letters) (cl. 41)	Issued: 12-12-2000	Serial No.: 75-637,435 Reg. No.: 2,413,056
DESIGN ONLY (cl. 35)	Issued: 10-17-2000	Serial No.: 75-637,426 Reg. No.: 2,396,468
SKILL.COM (cl. 35)	Issued: 09-26-2000	Serial No.: 75-626,089 Reg. No.: 2,389,303



<u>Mark</u>	<u>File/Issue Date</u>	<u>Registration/Serial Number</u>
AQUENT (cl. 35)	Issued: 10-26-1999	Serial No.: 75-435,517 Reg. No.: 2,289,555
AQUENT (cl. 41)	Issued: 11-28-2000	Serial No.: 75-435,514 Reg. No.: 2,409,082
MACTEMPS (stylized letters) (cl. 35)	Issued: 12-15-1998	Serial No.: 75-366,262 Reg. No.: 2,210,784
MACTEMPS (cl. 35)	Issued: 12-15-1998	Serial No.: 75-366,252 Reg. No.: 2,210,783
WEB-STAFF (cl. 35)	Issued: 03-16-1999	Serial No.: 75-361,365 Reg. No.: 2,233,009
JOBALERT (cl. 35)	Issued: 07-04-2000	Serial No.: 75-361,364 Reg. No.: 2,364,941
WEBSTAFF (cl. 35)	Issued: 07-28-1998	Serial No.: 75-234,044 Reg. No.: 2,177,541
PC TEMPS (cl. 35)	Issued: 04-20-1999	Serial No.: 75-201,526 Reg. No.: 2,240,119
1-800-NETWORK (cl. 35)	Issued: 06-18-1996	Serial No.: 74-693,827 Reg. No.: 1,981,040
PORTFOLIO (cl. 35)	Issued: 01-28-1997	Serial No.: 74-634,470 Reg. No.: 2,033,328
MACTEMPS (cl. 35)	Issued: 10-11-1988	Serial No.: 73-701,016 Reg. No.: 1,508,530
KNOWLEDGE-ENABLED SELLING (cl. 35 and 42)	Issued: 09-07-1999	Serial No.: 75-452-382 Reg. No.: 2,276,873
RENAISSANCE (cl. 9 and 42)	Filed: 01-06-1998 Suspended: 11-07-2002	Serial No.: 75-414-445
RENAISSANCE (cl. 35 and 42)	Filed: 01-06-1998 Suspended: 11-07-2002	Serial No.: 75-414-444
CONCEPT TO COMPLETION (cl. 35 and 42)	Issued: 03-02-1999	Serial No.: 75-391,185 Reg. No.: 2,227,879
MINDING THE BUSINESS OF THE INTERNET (cl. 35)	Issued: 12-28-1999	Serial No.: 75-355-215 Reg. No.: 2,303,299
N (and design) (cl. 42)	Issued: 06-22-1999	Serial No.: 75-242-406 Reg. No.: 2,254,703
AURA (cl. 42)	Issued: 05-12-1998	Serial No.: 74-735-185 Reg. No.: 2,157,199
RENAISSANCE (cl. 35)	Issued: 07-14-1998	Serial No.: 74-525-335 Reg. No.: 2,172,086

**B&M ASSOCIATES, INC.**

<u>Mark</u>	<u>File/Issue Date</u>	<u>Registration/Serial Number</u>
THE ASPIRE GROUP (cl. 35)	Issued: 06-15-2004	Serial No.: 76-499,426 Reg. No.: 2,852,898
TALENT-TECHNOLOGY- TIMING	Issued: 03-16-2004	Serial No.: 76-464,725 Reg. No.: 2,822,490

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated January 14, 2005.

EXHIBIT "D"

MASK WORKS

MASK WORKDESCRIPTION	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
None				

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated January 14, 2005.

EXHIBIT "E"

LICENSES

None.