

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Strategic Pricing Group, Inc. | | 06/20/2005 | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Monitor Company Group Limited Partnership | | |
| Street Address: | 2 Canal Park | | |
| City: | Cambridge | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02141 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2388137 | EVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)338-2880 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-338-2943 | | |
| Email: | trademarkadmin@sandw.com | | |
| Correspondent Name: | Kimberly B. Herman | | |
| Address Line 1: | One Post Office Square | | |
| Address Line 2: | Sullivan & Worcester LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| NAME OF SUBMITTER: | Kimberly B. Herman | | |
| Signature: | /hbk/ | | |
| Date: | 08/04/2005 | | |

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Total Attachments: 3
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made by Strategic Pricing Group, Inc., a Massachusetts corporation ("SPG") having an address at 880 Winter Street, Waltham, Massachusetts.

WHEREAS, Monitor Company Group Limited Partnership, a Delaware limited partnership ("Monitor"), on the one hand, and SPG and SPG Holding Co., a Massachusetts business trust ("SPG Trust", and together with SPG, the "Sellers"), on the other hand, are parties to an Asset Purchase and Sale Agreement, dated as of June 20, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Sellers are selling to Monitor the Subject Assets of the Business (as those terms are defined in the Agreement);

WHEREAS, SPG, in connection with the Business, has adopted, used, and is using the trademark identified on the attached Exhibit A (the "Mark"); and

WHEREAS, in connection with the transactions contemplated by the Agreement, SPG is transferring to Monitor all of SPG's right, title and interest in and to the Mark and any applications and registrations therefor, including the registrations identified on the attached Exhibit A.

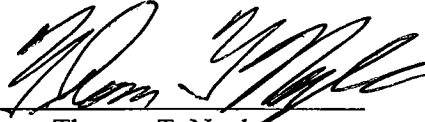
NOW THEREFORE, for good and valuable consideration, the receipt in full of which is hereby acknowledged, the parties hereto agree as follows:

1. SPG hereby sells, assigns, transfers and conveys to Monitor all of SPG's right, title and interest in and to the Mark, and any applications and registrations therefor, including the registrations identified on the attached Exhibit A, together with the goodwill associated with use of and symbolized by the Mark.
2. SPG further sells, assigns, transfers and conveys to Monitor all of SPG's right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark in connection with use of the Mark.
3. Monitor hereby accepts the right, title and interest hereinabove assigned by SPG.
4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Monitor, its successors, assigns, and/or legal representatives, and shall be binding upon SPG, its successors, assigns and/or legal representatives.
5. This Assignment is subject in all respects to the terms and conditions of the Agreement and nothing herein shall be deemed to limit, expand or otherwise supersede any of the covenants, agreements, representations and warranties of Seller set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, SPG has executed and delivered this instrument this 20th
day of June, 2005.

STRATEGIC PRICING GROUP, INC.

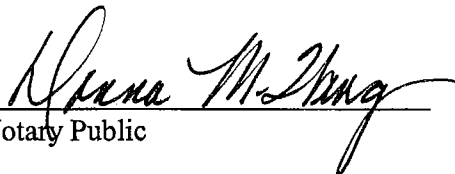
By: 

Name: Thomas T. Nagle

Title: Chairman and Chief Executive Officer

Commonwealth of Massachusetts)
County of Wiltshire) ss.

On this 17th day of June, 2005, before me appeared Thomas T. Nagle the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation with authority to do so.


Notary Public

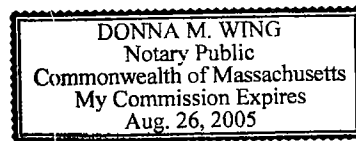


EXHIBIT A

U.S. Trademarks

| <u>Mark</u> | <u>Status</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------|---------------|----------------------------|--------------------------|
| EVE | Registered | 2388137 | September 19, 2000 |