

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| B&M Associates, Inc. | | 12/12/2006 | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 100 Federal Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2852898 | THE ASPIRE GROUP | |
| Registration Number: | 2822490 | TALENT - TECHNOLOGY - TIMING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)248-4000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 6172484877 | | |
| Email: | hbalmat@choate.com | | |
| Correspondent Name: | Heather E. Balmat | | |
| Address Line 1: | Two International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 2005936.0004 (AQUENT) | | |
| NAME OF SUBMITTER: | Heather E. Balmat | | |
| Signature: | /Heather E. Balmat/ | | |

OP \$65.00 2852898

Date:

12/12/2006

Total Attachments: 16

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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this "IP Security Agreement") is made as of December 12, 2006 by and among Aquent LLC, a Delaware limited liability company ("LLC"), CORPORATE PROJECT RESOURCES, INC., a Delaware corporation ("CPRI"), and B&M Associates, Inc., a Massachusetts corporation ("B&M" and collectively with LLC, CPRI and any other Affiliate of LLC, CPRI or B&M that may now or hereafter become a party hereto, the "Grantors" and each a "Grantor"), and Bank of America, N.A., as administrative agent for the lenders referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

RECITALS

LLC, CPRI, B&M and certain of the Lenders are party to an Intellectual Property Security Agreement dated as of January 14, 2005 (as heretofore amended, the "Original IP Security Agreement") which secured certain obligations of LLC, CPRI and B&M to such Lender.

Concurrently with the execution and delivery hereof, LLC, CPRI, B&M, Aquent, Inc., Renaissance Worldwide, Inc. and Renaissance Worldwide IT Consulting Services, Inc. (collectively, "Borrowers") are entering into a Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the lenders party thereto (the "Lenders") and the Administrative Agent, pursuant to which the Lenders shall be making revolving credit loans and providing other financial accommodations to Borrowers.

It is a condition precedent to the effectiveness of the Loan Agreement that Grantors and the other party thereto amend and restate the Original IP Security Agreement as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.
2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of each Grantor's present or future Secured Obligations, each Grantor hereby affirms and 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, if any, 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, if any, 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, if any, 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, if any, 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, if any, 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 Administrative Agent'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.

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

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

(a) Such 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 such Grantor to its customers or such Grantor's affiliates in the ordinary course of business.

(b) Performance of this IP Security Agreement does not conflict with or result in a breach of any indenture, material agreement or other instrument to which such Grantor is bound.

(c) During the term of this IP Security Agreement, such Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by such Grantor in the ordinary course of business or as set forth in this IP Security 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) Such Grantor shall promptly advise Administrative Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of such Grantor in or to any Trademark, Patent, Copyright, or Mask Work which is material to the operation of any Grantor's business;

(f) Such 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 Administrative Agent 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 Administrative Agent, which shall not be unreasonably withheld, unless such Grantor determines that reasonable business practices suggest that abandonment forfeiture or dedication to the public is appropriate.

(g) Such Grantor shall promptly register the most recent version of any of such Grantor's Copyrights which is material to the operation of such 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 Administrative Agent may reasonably request from time to time to perfect or continue the perfection of Administrative Agent'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 Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Security Agreement will create at the time such Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Administrative Agent, a valid and perfected first priority security interest in the Intellectual Property Collateral of such Grantor securing the payment and performance of the Obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for the prior filing of (A) UCC financing statements with the Secretary of State for the Commonwealth of Massachusetts (in the case of B&M) and the Secretary of State for the State of Delaware (in the case of LLC or CPRI) 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 Security Agreement by any Grantor or (B) for the perfection or the exercise by Administrative Agent or any Lender of its rights and remedies thereunder;

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

(k) Such Grantor shall not enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Administrative Agent's prior written consent, which consent shall not be unreasonably withheld. Such 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 such 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 such Grantor obtaining actual knowledge thereof, Grantor will promptly notify Administrative Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of such Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Administrative Agent or any Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. Administrative Agent's Rights. Administrative Agent shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions a Grantor is required under this IP Security Agreement to take but which such Grantor fails to take, after at least fifteen (15) days' prior written notice to such Grantor. Each Grantor shall reimburse and indemnify Administrative Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Each Grantor hereby grants to Administrative Agent and its respective employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to such 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 such 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 Administrative Agent or any Lender access to any Grantor's trade secrets and other proprietary information.

7. 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 Administrative Agent, to perfect Administrative Agent's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to Administrative Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Each Grantor hereby irrevocably appoints Administrative Agent 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 Administrative Agent's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this IP Security Agreement, including:

(i) To modify, in its sole discretion, this IP Security 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 Administrative Agent to file financing statements without notice to Grantor with all appropriate jurisdictions, as Administrative Agent deems appropriate, in order to further perfect or protect Administrative Agent's interest in the Intellectual Property Collateral,

provided, however, that notwithstanding the foregoing, the Administrative Agent 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.

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

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

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

9. Remedies. Upon the occurrence and continuance of an event of default, Administrative Agent 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 Administrative Agent has a security interest and to make it available to Administrative Agent at a place designated by Administrative Agent. So long as an event of default is continuing, Administrative Agent shall have a nonexclusive, worldwide, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Administrative Agent 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 Administrative Agent in connection with the exercise of any of Administrative Agent's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Intellectual Property Collateral. All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

10. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Administrative Agent 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 Security Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Administrative Agent as a result of or in any way arising out of, following or consequential to transactions between Administrative Agent and the Grantors, whether under this IP Security Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Administrative Agent's gross negligence or willful misconduct or from the breach by the Administrative Agent of its obligations under this IP Security Agreement or the Loan Agreement.

11. Reassignment. At such time as all of the Grantors shall completely satisfy all of the obligations secured hereunder and the Secured Obligations under the Loan Agreement have been terminated, Administrative Agent 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 Administrative Agent pursuant hereto.

12. 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.

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

14. Counterparts. This IP Security 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.

15. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each of the Grantors and the Administrative Agent and their respective successors and shall inure to the benefit of the Grantors and the Administrative Agent and their respective successors, assigns and nominees.

16. Law and Jurisdiction. This IP Security 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 ADMINISTRATIVE AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE ADMINISTRATIVE AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE ADMINISTRATIVE AGENT'S RIGHTS AGAINST ANY GRANTOR OR ITS PROPERTY.

EACH GRANTOR AND ADMINISTRATIVE AGENT 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.

17. Confidentiality. In handling any confidential information, Administrative Agent shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Administrative Agent'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 17); (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 17); (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Administrative Agent's examination or audit; and (v) as Administrative Agent 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 Administrative Agent, or becomes part of the public domain after disclosure to Administrative Agent; or (b) is disclosed to Administrative Agent by a third party, if Administrative Agent reasonably does not know that the third party is prohibited from disclosing the information.

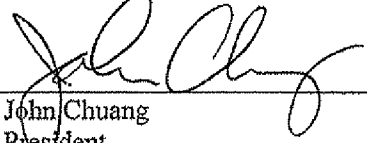
18. Loan Document. The parties hereto agree that this IP Security Agreement is a Loan Document.

19. Amendment and Restatement. This IP Security Agreement amends, restates and supersedes the Original IP Security Agreement in its entirety but is not intended to, and shall not, extinguish or cancel any indebtedness or other obligation of LLC, CPRI or B&M to the lender or Administrative Agent under the Original IP Security Agreement.

EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the date first written above.

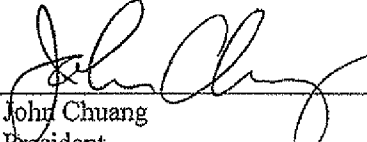
BORROWERS:

B&M ASSOCIATES, INC.

By: 

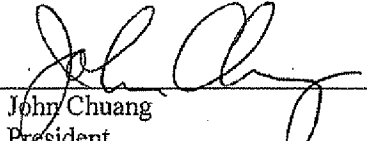
John Chuang
President

AQUENT LLC

By: 

John Chuang
President

CORPORATE PROJECT RESOURCES, INC.

By: 

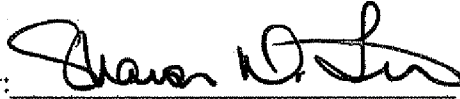
John Chuang
President

[SIGNATURE PAGE TO SECOND A&R IP SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By:



Name: Sharon D. Turner

Title: Assistant Vice President
Agency Management Officer

[SIGNATURE PAGE TO SECOND A&R IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003442 FRAME: 0858

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated December 12, 2006.

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 December 12, 2006.

EXHIBIT "B"

PATENTS

None

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December 12, 2006.

EXHIBIT "C"

TRADEMARKS

Aquent LLC

| Mark | File/Issue Date | Registration/Serial Number |
|--|------------------------|--|
| STAFFING AT THE INTERSECTION OF MARKETING AND IT | Filed: 04-13-2006 | Serial No.: 78-861, 161 (Pending) |
| ROBOHEAD (cl. 9) | Filed: 02-11-2004 | Serial No.: 78-366,284 (Pending) |
| ROBOHEAD (cl. 42) | Issued:03-14-2006 | Serial No: 78-976, 686 Reg. No.: 3,069,450 |
| AQUENT (cl. 35) | Issued: 08-15-2006 | Serial No.: 78-689, 617 Reg. No.: 3,129,353 |
| 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 |

| Mark | File/Issue Date | Registration/Serial Number |
|-----------------------------|--|---|
| 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 (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 |
| 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 |
| RENAISSANCE (cl. 35 and 42) | Filed: 01-06-1998 Suspended: 11-07-2002 | Serial No.: 75-414-444 (Pending) |

B & M Associates, Inc.

| Mark | File/Issue Date | Registration/Serial Number |
|---------------------------|------------------------|---|
| 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 |

Corporate Project Resources, Inc.

| Mark | File/Issue Date | Registration/Serial Number |
|------------------------------------|------------------------|---|
| Bringing Smart Marketers to Market | Issued: 06-29-2004 | Serial No.: 78-276,717 Reg. No.: 2,858,117 |
| CPRI | Issued: 10-26-2004 | Serial No.: 78-279,097 Reg. No.: 2,897,287 |
| Marketing Intelligence | Issued: 11-02-2004 | Serial No.: 78-279,068 Reg. No.: 2,899,710 |

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated December 12, 2006.

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 December 12, 2006.

EXHIBIT "E"

LICENSES

Corporate Project Resources, Inc. has license rights to the "7A" name, the "Hire Intellect" name, Webpas software and AC Nielson data.