# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
One Communications Corp.		12/31/2007	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Partner Consulting LLC	
Street Address:	528 Washington Avenue	
City:	North Haven	
State/Country:	CONNECTICUT	
Postal Code:	06473	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number: 77067597		PARTNER CONSULTING

## **CORRESPONDENCE DATA**

Fax Number: (781)522-8775

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

781-522-8628 Phone:

Email: DBerndt@onecommunications.com

Correspondent Name: David Berndt 220 Bear Hill Road Address Line 1:

Waltham, MASSACHUSETTS 02451 Address Line 4:

NAME OF SUBMITTER:	David Berndt
Signature:	/David Berndt/
Date:	01/29/2008

Total Attachments: 4

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**REEL: 003705 FRAME: 0931** 

**TRADEMARK** 900097651

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TRADEMARK REEL: 003705 FRAME: 0932

#### TRADEMARK ASSIGNMENT

This trademark assignment ("<u>Assignment</u>") effective as of December 31, 2007 (hereinafter the "<u>Effective Date</u>"), by and between, One Communications Corp., a Delaware corporation with a place of business at 220 Bear Hill Road, Waltham, Massachusetts 02451 ("<u>Assignor</u>") and Partner Consulting LLC, a Delaware limited liability company having a place of business at 528 Washington Avenue, North Haven, Connecticut 06473 ("Assignee").

WHEREAS, Assignor is the owner in the United States of all right, title and interest in and to the trademark application identified on <u>Schedule A</u> attached hereto and incorporated herein, together with any and all registrations and/or applications for such trademark in the U.S. Patent and Trademark Office and the goodwill related thereto (hereinafter collectively identified as the "<u>Trademark</u>");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademark, together with all goodwill related thereto; and

WHEREAS, Assignor has agreed to assign to Assignee the entire right, title and interest that ASSIGNOR has or may have, in and to the Trademark, together with the goodwill of the business symbolized thereby and associated therewith.

NOW, THEREFORE, Assignor and Assignee agrees as follows:

- (1) Assignor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby assigns and transfers unto Assignee its entire right, title and interest in and to the Trademark for all goods and services together with any and all registrations and/or applications for such trademarks in the U.S. Patent and Trademark Office and the related goodwill of the business symbolized by and associated with said Trademark. Such assignment shall be effective as of the Effective Date set forth above.
- (2) Assignor agrees to reasonably cooperate in executing any further documents necessary for recordation in any governmental office or agency and/or to otherwise give effect to the purpose of this Assignment. All associated costs shall be paid by Assignee.
- (3) Assignor represents and warrants to Assignee that, as of the Effective Date, each of the Trademark: (a) have been in continuous use in interstate commerce in the United States since at least as early as the first use dates identified in any and all registrations and/or applications for such trademarks in the U.S. Patent and Trademark Office; (b) are still in use; (c) are not known to infringe upon the rights of any third party; (d) that each one of the registrations for the Trademark identified in <u>Schedule A</u> hereto is valid and in full force and effect; and (e) that Assignor has the authority to assign the Trademark and to make this Assignment.
- (4) All covenants and agreements of Assignor and Assignee herein contained shall apply to and bind Assignor and Assignee, and their respective executors, agents, administrators, representatives, heirs, successors and assigns.

NY01/NAMBD/1256674.4

(5) This Assignment may be executed in one or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes. (Signature Page Follows) NY01/NAMBD/1256674.4

> TRADEMARK REEL: 003705 FRAME: 0934

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

ONE COMMUNICATIONS CORP.

Name: James P. Prenetta, Jr.

Title: Executive Vice President and General Counsel

PARTNER CONSULTING LLC

Name: James P. Prenetta, Jr. Title: President

# **SCHEDULE A**

Mark	Registration Number	Description of Goods and Services
Partner Consulting (Design)	77/067,597	12/19/06

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