

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/18/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corporate Project Resources, Inc.		02/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Renaissance Worldwide, Inc.
Street Address:	711 Boylston Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78276717	BRINGING SMART MARKETERS TO MARKET
Serial Number:	78279097	CPRI
Serial Number:	78279068	MARKETING INTELLIGENCE

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6448
 Email: janey.davidson@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esquire
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	100404153
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CH \$90.00 78276717

NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	03/10/2008
Total Attachments: 5 source=corporate project resources to rwi#page1.tif source=corporate project resources to rwi#page2.tif source=corporate project resources to rwi#page3.tif source=corporate project resources to rwi#page4.tif source=corporate project resources to rwi#page5.tif	

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"CORPORATE PROJECT RESOURCES, INC.", A DELAWARE CORPORATION, WITH AND INTO "RENAISSANCE WORLDWIDE, INC." UNDER THE NAME OF "RENAISSANCE WORLDWIDE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MASSACHUSETTS, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF FEBRUARY, A.D. 2008, AT 9:14 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE EIGHTEENTH DAY OF FEBRUARY, A.D. 2008, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4505925 8100M

080172281



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6393362

DATE: 02-20-08

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 003735 FRAME: 0032

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 15th Day of February, 2008 between Renaissance Worldwide, Inc a Massachusetts Corporation ("RWI") and Corporate Project Resources, Inc. a Delaware Corporation ("CPRI").

WHEREAS, on the date hereof the authorized capital stock of CPRI consists of 1000 shares of common stock having a par value of \$.01 per share (the "CPRI Common Stock"), of which 1000 shares are issued and outstanding;

WHEREAS, on the date hereof the authorized capital stock of RWI consists of 100 shares of common stock having a par value of \$0.00 per share (the "RWI Common Stock"), of which 100 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of RWI and CPRI deem it advisable and in the best interest of each corporation and its respective stockholders that CPRI merge with and into RWI the ("Merger") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and provisions contained herein, the parties to this Agreement do hereby agree to the merger of CPRI with and into RWI in accordance with the following terms and conditions:

I. TERMS AND CONDITIONS

1.1. Merger. Subject to the terms and conditions hereof, CPRI shall be merged with and into RWI effective at 12:01 a.m. on February 18, 2008 (the Effective Time) with RWI being the surviving Corporation (RWI is hereinafter sometimes referred to as the "Surviving Corporation"). The Surviving Corporation shall continue to exist and be governed by the laws of the Commonwealth of Massachusetts.

1.2 Succession. As of the Effective Time, the separate corporate existence of CPRI shall cease, and it shall be merged with and into the Surviving Corporation in accordance with the provisions of this Agreement, the laws of Massachusetts and the laws of Delaware, and the Surviving Corporation shall possess all of the estate, property, rights, privileges, powers, and franchises of CPRI. All property, real, personal, and mixed, tangible and intangible, including, without limitation, all patents, trademarks, licenses, registrations, and agreements and other assets of every kind and description and all debts due on whatever account, and all choses in action, and all and every other interest of or belonging to or due to CPRI, shall be transferred to and vested in the Surviving Corporation, without further act or deed, and all claims, demands, property, and other interests of CPRI shall be the property of the surviving Corporation. The title to all real estate vested in CPRI shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation. All corporate acts, plans, policies, agreements, arrangements, approvals, and authorizations of CPRI its

stockholders, board of directors and committees thereof, officers, and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals, and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to CPRI. The employees and agents of CPRI shall become the employees and agents of the Surviving Corporation.

1.3 Conversion of Shares. Upon the Effective time, by virtue of the Merger and without any further action on the part of CPRI or RWI or their stockholders;

- (a) Each share of CPRI Common Stock that is issued and outstanding immediately prior to the Effective Time shall be changed and converted into one validly issued, fully paid and nonassessable share of RWI Common Stock; and
- (b) Each share of CPRI Common Stock that is issued and outstanding immediately prior to the Effective Time shall be cancelled and retired.

II. SURVIVING CORPORATION; CHARTER DOCUMENTS; DIRECTORS AND OFFICERS

2.1 Name. The name of the Surviving Corporation shall remain Renaissance Worldwide, Inc.

2.2 Certificate of Incorporation; By Laws. (a) The Certificate of Incorporation of RWI which shall be amended as hereinafter set forth shall be the Certificate of Incorporation of the Surviving Corporation. The By-Laws of RWI, as in effect at the Effective Time, shall continue in full force and effect and shall be the By-Laws of the Surviving Corporation.

(b) At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be amended as follows:

Article One of the Certificate of Incorporation of the Surviving Corporation shall be amended in its entirety to read as follows.

Directors, Officers. As of the Effective Time, the directors and officers of the Surviving Corporation shall be the same as and shall be composed of the directors and officers of RWI at the Effective Time, subject to the provisions of the Surviving Corporation's Certificate of Incorporation and By-Laws as to their terms of office, removal, election of successors and otherwise.

III. MISCELLANEOUS

3.1 Stockholder Approval. It shall be a condition of the consummation of the Merger that, prior to the Effective Time, this Agreement and the Merger shall have been adopted and approved by the vote of at least a majority of the outstanding shares

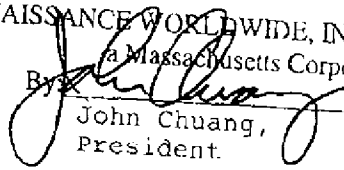
of CPRI Common Stock, and by the vote of at least a majority of the shares of outstanding RWI Common Stock

- 3.2 Further Assurances. From time to time, as and when required on behalf of the Surviving Corporation or by its successors or assignees, there shall be executed and delivered on behalf of CPRI such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action as shall be appropriate, advisable, or necessary in order to vest, perfect or confirm of record or otherwise in the Surviving Corporation the title to and possession of all the estate, property, rights powers privileges, franchises, and authority of CPRI and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of CPRI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.
- 3.3. Termination or Abandonment. This Agreement and the Merger may be terminated or abandoned at any time prior to the Effective Time by action of the Board of Directors of either CPRI or RWI, or both, notwithstanding the approval of the Agreement and the Merger by the stockholders of CPRI and RWI, respectively, and the consummation of the Merger may be deferred for a reasonable period if, in the opinion of the Boards of Directors of CPRI and RWI, such action would be in the interests of their respective corporations. In the event of the termination or abandonment of this Agreement, this Agreement shall become void and have no effect, without any liability on the part of any party or its stockholders or directors or officers with respect thereto.
- 3.4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.6. Headings. The headings contained in this Agreement are solely for convenience or reference and shall not be deemed to affect the meaning or interpretation of any provision contained herein.

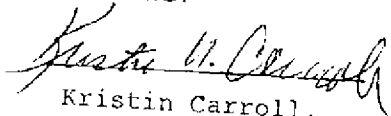
The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 711 Boylston Street, Boston, MA 02116.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to set their hands as of the day and year first written above.

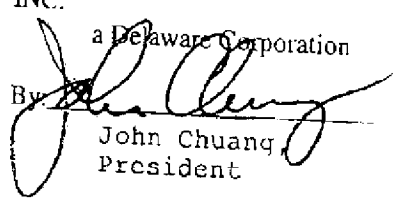
RENAISSANCE WORLDWIDE, INC.,
a Massachusetts Corporation

By: 
John Chuang,
President.

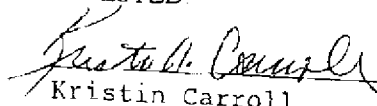
ATTESTED:


Kristin Carroll,
Director, Legal and Contracts

CORPORATE PROJECT RESOURCES,
INC.

a Delaware Corporation
By: 
John Chuang,
President

ATTESTED:


Kristin Carroll,
Director, Legal and Contracts