

TRADEMARK ASSIGNMENT

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
Trinum Group, Inc.		06/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CRA International, Inc.		
Also Known As:	AKA Charles River Associates		
Street Address:	200 Clarendon St.		
Internal Address:	T-33		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2695832	MARAKON	
CORRESPONDENCE DATA			
Fax Number:	(617)425-3739		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6174253039		
Email:	mswiatkowski@crai.com		
Correspondent Name:	Michael Swiatkowski		
Address Line 1:	200 Clarendon St		
Address Line 2:	T-33		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Michael Swiatkowski		
Signature:	/Michael Swiatkowski/		

OP \$40.00 2695832

Date:

06/15/2009

Total Attachments: 5

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SERVICE MARK, TRADEMARK, TRADE NAME AND RELATED INTELLECTUAL PROPERTY ASSIGNMENT

This Service Mark, Trademark, Trade Name and Intellectual Property Assignment is executed as of June 9, 2009 (this "Assignment") by and between CRA International, Inc., a Massachusetts corporation with its principal place of business at 200 Clarendon Street, T-33, John Hancock Tower, Boston, Massachusetts 02116 ("Assignee"), and Trinsum Group, Inc. a Delaware corporation with a principal place of business at 245 Park Avenue, 44th Floor NY, NY 10167, including all of its wholly owned subsidiaries (collectively "Assignor"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of June 9, 2009, by and among Assignee and, Assignor named therein (the "APA").

WHEREAS, pursuant to the APA, Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Purchased Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intellectual property included in those assets, including without limitation the service marks, trademarks and trade names identified on Exhibit A attached hereto, all registered and unregistered domestic and foreign service marks, service mark applications, trademarks, trademark applications and renewal rights relating thereto (the "Marks"), and the goodwill of the business connected with the use of and symbolized by, the Marks.

WHEREAS, Assignor is the owner of the Marks; and

WHEREAS, Assignee shall be the owner of the Marks pursuant to the APA and the Sale Order (as defined below), and Assignor shall transfer all of its ownership of the Marks to Assignee;

NOW, THEREFORE, in consideration of the APA and Sale Order and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith free and clear of all liens, claims and encumbrances as set forth in the APA and pursuant to that certain Sale Order approving the APA entered by the United States Bankruptcy Court for the Southern District of New York in Case No. 08-12546(AJG) on June 9, 2009 (the "Sale Order").
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof it is the owner of the Marks and has the right to assign the Marks. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to

the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks in accordance with the Sale Order.

6. Miscellaneous. This Assignment shall be governed by and construed in accordance with the law of The Commonwealth of Massachusetts other than any provision of Massachusetts law that would result in the application of the laws of any jurisdiction other than The Commonwealth of Massachusetts. This Assignment 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.

7. Information for Recordation. Assignor hereby requests and authorizes Assignee or its designee to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

The Trinsum Group, Inc.

By: James M. McTaggart
Name: James M. McTaggart
Title: CEO

ACKNOWLEDGMENT

State of _____)

)
)

ss.

County of _____)

On this ___ day of _____, 2009 before me personally appeared _____ of _____, personally known to me to be the person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

By: _____

(SEAL)

ASSIGNEE:

CRA International, Inc.

By: _____

James C. Burrows

President and Chief Executive Officer

[Service Mark, Trademark and Trade Name Assignment]

TRADEMARK

REEL: 004005 FRAME: 0240

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

The Trinsum Group

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____)

)

ss.

County of _____)

On this ___ day of _____, 2009 before me personally appeared _____ of _____, _____ personally known to me to be the person whose name is subscribed to the written instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

By: _____

(SEAL)

ASSIGNEE:

CRA International, Inc.

By: James C. Burrows

James C. Burrows

President and Chief Executive Officer

[Service Mark, Trademark and Trade Name Assignment]

Exhibit A

EXHIBIT A

1. The exclusive, non revocable, royalty free and worldwide rights, title and interest in and to the name and mark “MARAKON”, “Marakon” and any derivation thereof, including but not limited to:
 - a. USPTO serial number 78113573, registration number 2,695,832, Registration Date in the United States;
 - b. Registration number TMA663,479, registered in Canada;
 - c. Registration Number 14258/2003, registered in Hong Kong;
 - d. Registration Number 1132028, registered in India;
 - e. Registration Number T02/13923Z, registered in Singapore;
 - f. Registration Number T02/13924H, registered in Singapore
 - g. Registration Number 1393674, registered in the United Kingdom.
2. The exclusive, non revocable, royalty free and worldwide rights, title and interest in and to the name and mark “Marakon Associates”, “Marakon Consulting” or any derivation thereof;
3. All current and past copies and rights in and to “Marakon Commentary”;
4. The domain name www.Marakon.com, and any other domain name and associated website using the “Marakon” name or mark;
5. All copies and rights in and to “Insight to Consulting”;
6. The slogan or phrase “Small Firm by Footprint”;
7. All recruiting and marketing materials related to the Marakon Business (as defined in the APA);
8. All books, articles, periodicals, newsletters and other writing (in hard or electronic format) written by Marakon/Trinsum consulting employees;
9. All proposals relating to the Marakon Business;
10. The exclusive, non revocable, royalty free and worldwide rights, title and interest in and to the name and mark “Marakon Plus”;
11. All PowerPoint presentations and Templates used in connection with the Marakon Business;
12. All Library Assets as defined in the APA.