

07-19-2000



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MRD
6/23/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
6-1-2000

Conveying Party

Mark if additional names of conveying parties attached

Name: RIGHT ASSOCIATES LICENSE, INC. Execution Date: 06 01 2000

Formerly: _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name: THINK RESOURCES, INC.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 9000 Central Park West

Address (line 2): Suite 350

Address (line 3): Atlanta Georgia 30328-4516

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: Georgia

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/18/2000 NTHA11 00000222 1161850

FC:481 40.00 DP
FC:482 25.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002104 FRAME: 0449

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

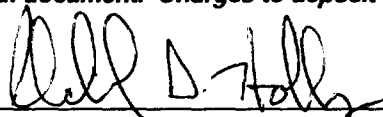
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael D. Hobbs, Jr.

Name of Person Signing



Signature

6/22/00

Date Signed

SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT ("Agreement") is executed this 1st day of June, 2000 (the "Closing Date") by and between Right Associates License, Inc., a Delaware corporation, and/or all such other persons or entities owning an interest in the Trademark as may be designated by the parties, (collectively "Assignor"), and Think Resources, Inc., a Georgia corporation ("Assignee").

RECITALS

Assignor owns the trademarks "THINC" [Stylized] and "THINC." [Stylized] for use in connection with certain goods and services (collectively, the "Trademarks") and the registrations for same with the U.S. Patent and Trademark Office ("PTO"), Registration Nos. 1,161,850 and 1,225,925 (collectively, the "Registrations"); and

Assignee desires to obtain from Assignor and Assignor desires to assign to Assignee all right, title and interest in and to the Trademarks and the Registrations;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

TERMS AND CONDITIONS

1. Assignment. Assignor hereby grants, conveys and assigns to Assignee all right, title and interest in and to the Trademarks and the Registrations, together with the good will of the business identified thereby along with the right to recover damages and profits and other remedies for past infringement of the Trademarks. Contemporaneous with the Closing Date, Assignor shall execute and Assignee will file the Trademark Assignment attached hereto as Exhibit A with the PTO. Assignor shall reasonably cooperate in the recordation of such Trademark Assignment.

2. Term. This Agreement shall be effective as of the Closing Date and shall continue in force in perpetuity unless terminated in accordance with the terms and conditions hereof.

3. Assignor's Representations and Warranties.

The Assignor represents, warrants and covenants that:

- (a) The Registrations are subsisting, have not been abandoned or canceled and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America;

- (b) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks and the Registrations, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, security interests or claims of any kind, including, without limitation, licenses;
- (c) The Assignor has the unqualified right, power and authority to execute, deliver and perform its obligations under this Agreement;
- (d) The Assignor shall cease all use of the Trademarks within thirty (30) days of the date on which it receives the consideration specified in Section 4 below, and shall not thereafter adopt, use, register or seek to register any mark or domain name identical or confusingly similar to the Trademarks, except that Assignor may use the Trademarks for up to ninety (90) days from the Closing Date for customer billing and invoicing purposes;
- (e) Assignor has not received or made any claims of infringement or threatened legal action regarding the Trademark other than from or with respect to the Assignee; and
- (f) Assignor will not enter into any agreement or take any action which is inconsistent with the Assignor's obligations under this Agreement, without the Assignee's prior written consent.

4. Consideration. Assignee agrees to pay to Assignor Fifteen Thousand and 00/100 Dollars (\$15,000.00) either by certified check or wire transfer as directed by Assignor upon receipt of an executed copy of this Agreement and the Trademark Assignment pursuant to Section 1 herein.

5. Third Party Infringement. In the event any third party has violated Assignor's or violates Assignee's right, title and interest in and to the Trademarks, Assignor shall provide reasonable cooperation to Assignee to terminate such violations, subject to Assignee's obligation to pay any reasonable expenses incurred by Assignor in connection therewith. If any claim of infringement or other legal claim is made or threatened against Assignee regarding the Trademarks, Assignor shall reasonably assist Assignee in the defense of such claims.

6. Breach of Agreement.

(a) In the event that Assignor fails to comply with the terms of this Agreement or breaches the representations, warranties or covenants contained herein, Assignee shall notify Assignor in writing of such failure and Assignor shall have thirty (30) days after the date of its receipt of such notice within which to cure its failure. If such failure is not cured during said thirty (30) day period, Assignee may, at its option, sue to enjoin such failure, sue for damages resulting

from such failure, terminate this Agreement with no further obligation, and/or exercise all such remedies. The termination of the Agreement shall not affect any accrued rights of Assignee. The provisions of this Section are in addition to and not in limitation of those rights and duties provided elsewhere in this Agreement and by law.

(b) In the event that Assignee fails to comply with the terms of this Agreement, Assignor shall notify Assignee in writing of such failure and Assignee shall have thirty (30) days after the date of its receipt of such notice within which to cure its failure. If such failure is not cured during said thirty (30) day period, Assignor may, at its option, sue to enjoin such failure, sue for damages resulting from such failure, terminate this Agreement with a refund of the purchase price, and/or exercise all such remedies. The termination of the Agreement shall not affect any accrued rights of Assignor. The provisions of this Section are in addition to and not in limitation of those rights and duties provided elsewhere in this Agreement and by law.

7. Miscellaneous.


(a) Agents. The parties each warrant and represent to the other that this Agreement was not brought about or participated in by any person as an agent or intermediary and that all dealings with regard to the negotiation and consummation of this Agreement were had between the parties hereto acting as principals; therefore, there is no commission, finder's fee, or other compensation payable to any person, firm, partnership, association, corporation or other entity and the parties hereto agree to defend against, indemnify, and hold each other harmless from any claim by any such person, firm, partnership, association, corporation or other entity for commissions, finder's fee or other similar compensation.

(b) Independent Contractor. This Agreement does not constitute a franchise, joint venture, partnership or agency between the parties: all persons engaged by one party will be the party's employees or agents, exclusively; and the other party will not be liable for any claims of or in any way accountable to or for the actions of such employees or agencies. Each party shall have no right to obligate or bind the other party in any manner whatsoever, and nothing in this Agreement shall give or is intended to give any rights of any kind to third persons.

(c) Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns and may be freely assigned upon notice to the other party.

(d) Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, five days after the date of deposit in the United States mails, as follows:

To Assignor:

Right Management Consultant, Inc. 
~~1818 Market Street~~
Thirty-third Floor
Philadelphia, PA 19103-3614
Attn: Cindy Ng, Vice President and Corporate Controller
Telephone Number: (215) 988-1588
Facsimile Number: (215) 988-9112

With a copy to:

Theodore A. Young, Esquire
Fox, Rothschild, O'Brien & Frankel, LLP
2000 Market Street, 10th Floor
Philadelphia, PA 19103
Telephone Number: (215) 299-2802
Facsimile Number: (215) 299-2150

To Assignee:

Mr. Paul Syiek
Think Resources, Inc.
280 Technology Parkway
Norcross, Georgia 30092
Telephone Number: (770) 390-9888
Facsimile Number: (770) 390-0905

With a copy to:

Michael D. Hobbs, Jr., Esq.
TROUTMAN SANDERS LLP
Bank of America Plaza
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308-2216
Telephone Number: (404) 885-3330
Facsimile Number: (404) 962-6588

Either party may change its address or the address to which copies are to be directed for the purpose of this Agreement by notice of such changes to the other party in accordance with the provisions of this Section.

(e) Waiver; Modification. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.

(f) Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard as to conflict of law. All disputes of this Agreement shall be resolved by the courts of the Commonwealth of Pennsylvania and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them.

(g) Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

(i) Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

(j) Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

(k) Survival. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

8. Prior Agreements Superseded. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

IN WITNESS HEREOF, Assignor and Assignee have caused this Agreement to be executed and their corporate seals affixed by their duly authorized corporate officers, all as of the day and year first above written.

"Assignor"

Right Associates License, Inc.

By: Cindy Kay

Title: President

Date: 6/1/00

ATTEST: Charles J. Mallon

Name: Charles J. Mallon

Date: 6/1/00

"Assignee"

Think Resources, Inc.

By: Paul Syiek

Paul Syiek, President

Date: 6/5/00

ATTEST: Amey Boyer

Name: Amey Boyer

Date: 6/6/00