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09-18-2000



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08-11-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #64

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name **CHELSEA COMPUTER CONSULTANTS, INC.**

Execution Date
Month Day Year
04/06/2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization **NEW YORK**

Receiving Party

Mark if additional names of receiving parties attached

Name **BANK ONE, N.A.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **611 WOODWARD AVENUE**

Address (line 2) _____

Address (line 3) **DETROIT**

MICHIGAN / USA

48226

- Individual General Partnership Limited Partnership
- Corporation Association

Other **NATIONAL BANKING ASSOCIATION**

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.)

Citizenship/State of Incorporation/Organization _____

FOR OFFICE USE ONLY

09/15/2000 MTHA11 00000503 2150654

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40.00 DP

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

TRADEMARK
REEL: 002138 FRAME: 0700

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2150654"/>	<input type="text"/>	<input type="text"/>
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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.

Marc A. Bergsman

August 11, 2000

Name of Person Signing

Signature

Date Signed

JOINDER AGREEMENT

[CHELSEA COMPUTER CONSULTANTS, INC.]

THIS JOINDER AGREEMENT, dated as of April 6, 2000, is entered into pursuant to the Amended and Restated Credit Agreement dated as of November 30, 1999 (as amended or modified from time to time, the "Credit Agreement"), by and among MSX International, Inc., a Delaware corporation (the "Company"), each of the Borrowing Subsidiaries of the Company party thereto (the Company and the Borrowing Subsidiaries may each be referred to as a "Borrower" and, collectively, as the "Borrowers"), the lenders party thereto (collectively, the "Lenders" and individually, a "Lender"), and Bank One, NA, a national banking association, as agent for the Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of the Credit Agreement, among other subsidiaries of the Company, Chelsea Computer Consultants, Inc. (the "New Guarantor") is required to guarantee all indebtedness, obligations and liabilities of the Borrowers, to grant a lien and security interest in all of its assets to secure such guaranty and such indebtedness, obligations and liabilities of the Borrowers and to join the other Loan Documents as a Guarantor; and

WHEREAS, the New Guarantor has determined that it is in its best interest and to its financial benefit to execute and deliver this Joinder Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. The New Guarantor hereby acknowledges that it has received and reviewed a copy of the Credit Agreement and the other Loan Documents and approved each of the foregoing, and acknowledges that it has received and reviewed all other financial statements, agreements and documents as it has deemed appropriate in order to enter into this Joinder Agreement.

2. The New Guarantor unconditionally agrees hereby to: (a) join, as a Guarantor, the Amended and Restated Guaranty Agreement dated as of December 7, 1999 (as amended or modified from time to time, the "Guaranty") among the Guarantors party thereto in favor of the Lenders and the Agent, join, as a Grantor, the Amended and Restated Security Agreement (Guarantors) dated as of December 7, 1999 (as amended or modified from time to time, the "Guarantor Security Agreement") among the Grantors party thereto in favor of the Lenders and the Agent and join, in the same capacity as each of the Guarantors party thereto, the Environmental Certificate dated as of December 7, 1999 (as amended or modified from time to time, the "Environmental Certificate"), the Amended and Restated Subrogation and Contribution Agreement dated as of December 7, 1999 (as amended or modified from time to time, the "Subrogation and Contribution Agreement") and each other Loan Document to which the Guarantors are a party, in the same capacity as such Guarantors, (b) be bound by, and hereby ratifies and confirms, all covenants, agreements, consents, submissions, appointments, acknowledgments and other terms and provisions, including without limitation all guarantees and all grants of liens and security interests, attributable to a Guarantor and/or Grantor in the Guaranty, the Guarantor Security Agreement, the Environmental Certificate, the Subrogation and Contribution Agreement and all other Loan Documents, in each case as amended or modified

from time to time to which any Guarantor is a party; and (c) perform all obligations required of it as a Guarantor and/or Grantor in the Guaranty, the Guarantor Security Agreement, the Environmental Certificate, the Subrogation and Contribution Agreement and all other Loan Documents to which any Guarantor is a party.

3. The New Guarantor hereby represents and warrants that (a) attached hereto as Schedule 1 is a complete and accurate description of all names used by the New Guarantor, of the chief executive office and all other offices and other locations of any assets owned by the New Guarantor (including a legal description of all leased and owned real property), of all real property, if any, owned by the New Guarantor and a list of any patents, trademarks, copyrights or other intellectual property owned by the New Guarantor and (b) the representations and warranties with respect to it contained in, or made or deemed made by it in, the Guaranty, the Guarantor Security Agreement, the Environmental Certificate, the Subrogation and Contribution Agreement and any other Loan Document are true and correct on the date hereof. The New Guarantor and each of the other Guarantors party hereto represent and warrant that (i) the execution, delivery and performance by it of this Joinder Agreement are within its corporate and other powers, have been duly authorized by all necessary corporate and other action, require no action by or in respect of, or filing with, any governmental body and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the articles of incorporation or other charter documents or bylaws of it, or of any agreement, judgment, injunction, order, decree or other instrument binding upon it or its property; and (ii) this Joinder Agreement has been duly executed and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights and except that the remedy of specific performance and injunctive and other forms of equitable relief are subject to equitable defenses and to the discretion of the court for which any proceedings may be brought.

4. The New Guarantor and each of the other Guarantors party hereto hereby acknowledge and agree that each reference in the Guaranty, the Guarantor Security Agreement, the Environmental Certificate and in the Subrogation and Contribution Agreement, and any separate Guaranty Agreement, Guarantor Security Agreement, Environmental Certificate or Subrogation and Contribution Agreement executed by any other Guarantor, to "the Borrowing Subsidiary" shall mean and include, collectively, all present and future Borrowing Subsidiaries under the Credit Agreement and that the "Guaranteed Obligations" under the Guaranty or any other separate Guaranty Agreement executed by any other Guarantor and the "Secured Obligations" under the Guarantor Security Agreement or any other separate Guarantor Security Agreement executed by any other Guarantor include, without limitation, all present and future indebtedness, obligations and liabilities of each present and future Borrowing Subsidiary under the Credit Agreement in addition to all other indebtedness, obligations and liabilities described therein, notwithstanding anything in any agreement to the contrary.

5. The New Guarantor agrees to execute and deliver such financing statements, resolutions and such other documents requested by the Agent as may be necessary or desirable in order to give effect to, and to aid in the exercise and enforcement of the rights and remedies of the Agent and the Lenders pursuant to the Loan Documents to which the New Guarantor is a party.

6. The New Guarantor, each other Guarantor party hereto and the Company agree that the Guaranty, the Guarantor Security Agreement, the Environmental Certificate, the Subrogation and Contribution Agreement and each other Loan Document, including without limitation any separate Guaranty Agreement, Guarantor Security Agreement, Environmental

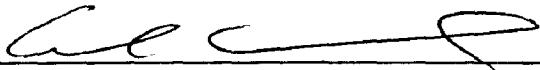
Certificate or Subrogation and Contribution Agreement executed by any of the undersigned, to which the undersigned are a party are ratified and confirmed and shall remain in full force and effect and that they have no setoff, counterclaim or other defense or dispute with respect to any of the foregoing.

7. This Joinder Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

8. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

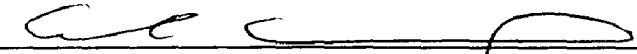
IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the day and year set forth above.

MSX INTERNATIONAL BUSINESS SERVICES,
INC.

By: 


Its: Asst. Secretary

MSX INTERNATIONAL ENGINEERING SERVICES,
INC.

By: 

Its: Asst. Secretary

MSX INTERNATIONAL (USA), INC.

By: 

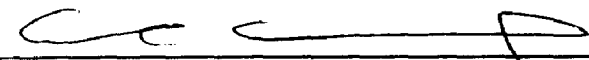
Its: Asst. Secretary

MSX INTERNATIONAL (HOLDINGS), INC.

By: 

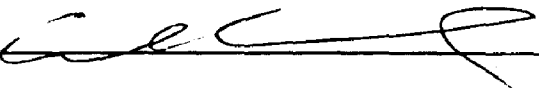
Its: Asst. Secretary

MSX INTERNATIONAL TECHNOLOGY SERVICES,
INC. (formerly known as Geometric Results
Incorporated)

By: 

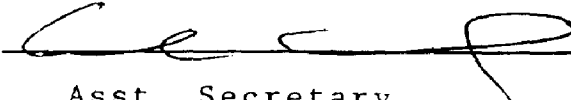
Its: Asst. Secretary

MEGATECH ENGINEERING, INC.

By: 

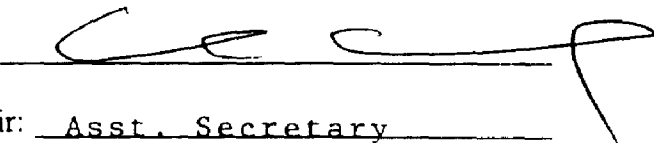
Its: Asst. Secretary

CREATIVE TECHNOLOGY SERVICES, L.L.C.

By: 

Its: Asst. Secretary

CHELSEA COMPUTER CONSULTANTS, INC.

By: 

Their: Asst. Secretary

Accepted and Agreed:
BANK ONE, MICHIGAN as Agent on behalf
of the Lenders

By: _____
Its: _____

MEGATECH ENGINEERING, INC.

By: _____

Its: _____

CREATIVE TECHNOLOGY SERVICES, L.L.C.

By: _____

Its: _____

CHELSEA COMPUTER CONSULTANTS, INC.

By: _____

Their: _____

*Per MAB
8.9.2000*

Accepted and Agreed: *NA*
BANK ONE, ~~MICHIGAN~~ as Agent on behalf
of the Lenders

By: *[Signature]*
Its: *SVP*

SCHEDULE 1

List of each name, chief executive office, other office, location of any assets (including legal descriptions), list of any real property and list of intellectual property of the New Guarantor.

1. List of each name used by Chelsea Computer Consultants, Inc.:

Chelsea Computer Consultants, Inc.

2. Chief executive office of Chelsea Computer Consultants, Inc.:

156 Fifth Avenue, Suite 1218
New York, New York 10010

3. List of all other offices, facilities and other asset locations (including legal descriptions) of Chelsea Computer Consultants, Inc.:

4. List of all owned real property (including legal descriptions) of Chelsea Computer Consultants, Inc.:

N / A

5. List of patents, trademarks and copyrights of Chelsea Computer Consultants, Inc.:

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,150,654

United States Patent and Trademark Office

Registered Apr. 14, 1998

**SERVICE MARK
PRINCIPAL REGISTER**

CHELSEA COMPUTER CONSULTANTS

CHELSEA COMPUTER CONSULTANTS IN-
CORPORATED (NEW YORK CORPORA-
TION)

156 FIFTH AVENUE
NEW YORK, NY 10010

FOR: TEMPORARY EMPLOYMENT SERV-
ICES, NAMELY, PROVIDING COMPUTER
CONSULTANTS AND COMPUTER TECHNI-
CIANS AND OTHER TEMPORARY EMPLOY-
EES PROFICIENT WITH COMPUTERS, IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-0-1994; IN COMMERCE
6-0-1994.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "COMPUTER CONSULT-
ANTS", APART FROM THE MARK AS
SHOWN.

SER. NO. 75-255,457, FILED 3-11-1997.

KELLEY WELLS, EXAMINING ATTORNEY

Handwritten signature and initials in the bottom right corner of the page.

Lease Schedule		
		Description:
	Vendor	
	Rental property / Real estate leases Payable to:	
HQ	HRC Corporation	Chelsea suite 1218 at 156 Fifth Ave. NYC, NY 10010
HQ	HRC Corporation	Chelsea suite 1115 & 1119 at 156 Fifth Ave. NYC, NY 10010
	Carmen Urena	Apt. at 34-48 97th street Corona Queens NY 2nd Floor 3 bedrooms - 5 beds
	Joseph Del Forno, Inc.	138 Morris street apt. # 1 1st fl. & 2 2nd fl. Jersey City, NJ Apt. 1 1st floor 9 beds, Apt 2 has 6 Beds
	Anna Vasquez	Apt 3 and 4 at 364 Grove Street Jersey City, NJ 07302 Each Apt. has 3 bedrooms - 5 beds
	Olmstead Properties	Millennium suite 406 at 54 W. 21st Street NYC, NY 10010
	Citibank 23rd & 6th Safe deposit Box # 2708	Store off site backup network computer files