

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTRAN INTERNATIONAL BV		10/07/2004	CORPORATION: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARTHUR D. LITTLE, INC.		
<b>Street Address:</b>	68 Fargo Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1610038	ARTHUR D. LITTLE	
Registration Number:	1601347	ARTHUR D. LITTLE	
Registration Number:	1599955	ARTHUR D. LITTLE	
Registration Number:	1617200	ARTHUR D. LITTLE	
Registration Number:	0755687	ADL	
Registration Number:	1610039	ARTHUR D LITTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)716-1180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-716-1191		
<b>Email:</b>	eteas@gbpatent.com		
<b>Correspondent Name:</b>	Greenblum & Bernstein, P.L.C.		
<b>Address Line 1:</b>	1950 Roland Clarke Place		
<b>Address Line 2:</b>	Attn: Neil F. Greenblum		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191-1411		

**OP \$165.00 1610038**

ATTORNEY DOCKET NUMBER:	J153429
NAME OF SUBMITTER:	Jill M. Browning (Our Ref.: J153429)
Signature:	/Jill M. Browning, Esq./
Date:	11/04/2005

**Total Attachments: 12**

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TRADEMARK LICENSE AGREEMENT

Between

ALTRAN INTERNATIONAL BV

and

ARTHUR D.LITTLE Inc.

Dated October 7<sup>th</sup>, 2004

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Exhibit 1

THIS AGREEMENT is dated October 2<sup>nd</sup>, 2004 and is made BETWEEN:

- (1) **ALTRAN INTERNATIONAL BV**, a company incorporated under the laws of The Netherlands, registered under the number 33294562, whose registered office is at Herengracht 469, 1017BS Amsterdam, The Netherlands (the "Licensor"); and
- (2) **ARTHUR D. LITTLE Inc.** a company incorporated under the laws of USA, whose registered office is at 68 Fargo Street, Boston, MA 02210, USA (the "Licensee")

**WHEREAS:**

- (A) The Licensor is the owner of the Trademarks.
- (B) The Licensor has agreed to grant to the Licensee a license to use the Trademarks, on a non-exclusive basis, pursuant to the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY** agreed as follows:

**1. Definitions and interpretation**

1.1 In this Agreement unless the context otherwise requires:

"**ADL Business**" refers to the ADL Acquired Business as defined under the Asset and Stock Purchase Agreement dated April 5, 2002 and pursuant to which the Licensor becomes the owner of the Trademarks;

"**Commencement Date**" means the date of this Agreement with a retroactive effect to January 1<sup>st</sup> 2004 ;

"**Group**" means all the affiliated companies of the Altran Group.

"**Services**" means those services which are offered by reference or in connection with the Trademarks in the Territory at the Commencement Date and any such new services provided that the Licensor shall have approved in writing, at his discretion, to the use of the Trademarks for such new services;

"**Term**" means the term of this Agreement specified in clause 9;

"**Territory**" means United States and Canada.

"**Trademarks**" means the trademarks, service marks and logos or designs listed in Exhibit 1.

- 1.2 In this Agreement, unless the context otherwise requires:
- (a) references to a clause or schedule are to a clause of or schedule to this Agreement and references to this Agreement include its schedules;
  - (b) words importing the singular include the plural and *vice versa*, words importing a gender include every gender and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons;
  - (c) the contents table and the descriptive headings to clauses and the schedules are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of this Agreement; and
  - (d) a reference to any statute or statutory provision shall be construed as including a reference to the same as it may have been or may from time to time be amended, modified or re-enacted.

## 2. The Trademarks

- 2.1 The Licensee acknowledges that the Trademarks are vested in and owned by the Licensor.
- 2.2 This Agreement shall operate solely as permission for the Licensee to use the Trademarks in the manner herein defined and shall not be deemed to confer on the Licensee any further or greater right to the Trademarks.
- 2.3 The Licensee hereby undertakes and agrees with the Licensor that at all times during the Term its use (if any) of the Trademarks will preserve and promote the distinctiveness and reputation of the Trademarks.
- 2.4 The Licensee acknowledges that all goodwill arising from the use of the Trademarks under this Agreement by the Licensee shall be deemed to have accrued to the Licensor and the Licensee agrees to execute at the cost of the Licensor such documents as the Licensor may reasonably require to obtain the full benefit of such goodwill.

## 3. Grant of license

- 3.1 The Licensor hereby grants to the Licensee a license for the Term to use the Trademarks in the Territory for the following purposes:
- (a) in relation to the Services;
  - (b) in relation to signage, advertisements, promotional brochures and all other materials relating to the Services; and
  - (c) as part of the Licensee's corporate and/or trade names as registered at the trade and commerce registry, or other equivalent body, in the Territory at the Commencement Date or thereafter during the Term.

- 3.2 The Licensee undertakes to the Licensor to take all reasonable precautions and actions and collaborate with the Licensor to ensure that its use of the Trademarks (including as part of corporate or trade names) does not result in confusion with the activities of the Licensor in and outside the Territory.
- 3.3 The Licensee shall take reasonable precautions and actions to ensure that its use of the Trademarks does not negatively impact on the Trademarks or the Licensor.

4. **Royalties**

4.1

- (a) The Licensee shall pay to the Licensor for the license granted hereunder, an annual royalty equal to 3% of the non-Group gross revenue generated by all businesses of the Licensee in the Territory in a year. The first payment shall be based on the revenue generated for the period from January 1<sup>st</sup> 2004 to December 31<sup>st</sup> 2004 and shall be made on January 1<sup>st</sup> 2005. Thereafter, such royalty shall be paid to the Licensor on January 1<sup>st</sup> of the following year. Such rate for royalty may be revised at any time with a mutual agreement between the parties in respect of the growth in such gross revenue.
- (b) As the payment made on January 1<sup>st</sup> of each year will be on an estimated basis, the Licensee will make further royalty payments to the Licensor, if any are required, within 60 days the audited accounts of the Licensee and its Subsidiaries have been approved by their shareholders.
- (c) If, for a given year Y, the sum of the payments made on January 1<sup>st</sup> Y+1 is in excess of the royalty amount computed according to clause 4.1(a), then such excess amount will be carried forward and used to offset the royalty payment for the next following year.

- 4.2 The Licensee shall bear all taxes, duties and other governmental charges relating to this Agreement, including any stamp or documentary taxes or duties, turnover, applicable sales or use taxes, value added taxes, excise, income or withholding taxes, except income taxes imposed upon the Licensor and withholding taxes on royalties payable to the Licensor hereunder. The Licensee shall deliver to the Licensor any certificates or other documents reasonably requested by the Licensor to permit the Licensor to claim as a credit or a deduction against any income or profits taxes any such income or profits taxes which the Licensee shall have withheld or deducted.
- 4.3 All royalty payments due to the Licensor under this Agreement shall be made in Euros.
- 4.4 Should the Licensee fall in arrears with royalty payments under this Agreement, the due amount shall be subject to an interest charge of 6,4% per annum.

## 5. Conditions of use

- 5.1 The Licensee shall at all times ensure that the Services offered by it under the Trademarks shall be performed or offered by it only in accordance with commercially reasonable standards of quality that equal or exceed the quality of the ADL Business in the Territory, or with such quality standards and specifications as may be set by the Licensor and communicated to the Licensee from time to time.
- 5.2 The Licensor recognizes and acknowledges that if the Licensee uses the Trademarks as they were used until the Commencement Date by Arthur D. Little, Inc., a Massachusetts corporation having a principal place of business at Acorn Park, Cambridge, MA 02140-2390, U.S.A, in association with the Services (including the use of the Trademarks as part of corporate or trade names), such use will meet the requirements of the Licensor and such Services performed or offered are of a standard of quality satisfactory to the Licensor. The Licensee undertakes to maintain an equivalent standard of quality in rendering the Services from the Commencement Date and the Licensor agrees that, so long as such standard is maintained, the Licensee shall be deemed to meet the requirements expected by the Licensor.
- 5.3 The Licensee shall not use the Trademarks in such manner or under such circumstances that could be likely to prejudice the Trademarks, its reputation, the Licensor or other licensees of the Trademarks, including but not limited to the situation where the use of such Trademarks by the Licensee under unsatisfactory financial condition could negatively impact on the reputation of the Trademarks or of the Licensor or other licensees. The Licensee agrees, upon a three-month written notice from the Licensor, to cease using the Trademarks in such a case. This notification shall be treated as a termination notice under article 10 hereafter.

## 6. Warranty

The Licensee hereby acknowledges having read all the documents and information pertaining to the Trademarks, and hereby declares that it has been fully informed as to their availability and validity. It accepts the license at its own risk and after full disclosure of, in particular, all outstanding litigation. Should the Trademarks be declared null and void, or revoked either completely or partially by court decision, the Licensee may not lay claim to any compensation payment whatsoever, nor to the reimbursement of royalties already paid to the Licensor or those outstanding on the date of the court decision in question.

## 7. Administration

- 7.1 The Licensor undertakes that (at the reasonable request and the expense of the Licensee) it shall execute any necessary arrangements or documentation and provide such other information as the Licensee may reasonably require to assist the Licensee in obtaining, maintaining, prosecuting and defending its rights in and to the Trademarks in any jurisdiction in the Territory.



- 7.2 The Licensee undertakes that (at the reasonable request and the expense of the Licensor) it shall execute at the Licensor's request, any necessary arrangements or documentation and provide such other information as the Licensor may reasonably require to assist the Licensor in obtaining, maintaining, prosecuting and defending its rights in and to the Trademarks in any jurisdiction in the Territory.
- 7.3 The Licensor and the Licensee shall appoint each a representative who shall constitute together a committee whose functions include the management and supervision of the general conditions of utilization of the Trademarks and, in particular, coordinate the interactions between the various licenses for the Trademarks that the Licensor may have granted in the Territory or elsewhere. In the event that the representatives fail to reach an agreement on any issue or decision in the context of such committee, the representative of the Licensor shall ultimately decide on any such issue or decision.
- 7.4 Where applicable, the Licensor undertakes to take all necessary steps and action to re-register the Trademarks with the appropriate regulatory body in the Territory before the expiration of the Trademarks.

8. **Infringement**

The Licensee shall promptly notify the Licensor of any infringement or suspected or threatened infringement of the Trademarks in the Territory and any passing off or any act or event in the Territory which may violate or prejudice the rights of the Licensor in and to the Trademarks that may at any time come to its notice and give reasonable particulars thereof in each case in so far as it relates to the Services.

The Licensor shall be the sole judge of the appropriateness of any and all legal action to be taken against infringement, and shall likewise be the sole judge of the appropriateness of any negotiations, including out-of-court settlements. The Licensee may not act alone without the Licensor's consent in any litigation pertaining to the use of the Trademarks. However, the Licensee may undertake legal action against counterfeit or unfair trade practices (and should the need arise, for usurpation of the corporate name) against all infringements as long as the Licensee acts jointly with the Licensor.

9. **Term**

Unless terminated pursuant to clause 10, this Agreement shall have effect for a period of ten (10) years from the Commencement Date and shall automatically terminate without notice thereafter.

## 10. Termination

This Agreement may be terminated:

- (a) by written consent of the parties;
- (b) by the Licensor if the Licensee commits a material breach of any of its obligations under this Agreement if the Licensee fails to remedy the same within 3 months of having been given written notice by the Licensor specifying the breach and requiring it to be remedied;
- (c) by the Licensor forthwith on written notice to the Licensee if the Licensee has not used a Trademark (whilst registered as a trademark in the Territory) in the Territory for a period of 2 consecutive years provided that termination in that event shall apply only in respect of the relevant Trademark;
- (d) by the Licensor forthwith on written notice if the other party is unable to pay its debts or enters into a compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other party may be unable to pay its debts;
- (e) by the Licensor, upon a 3-month written notice thereof, in the event that, after the exercise and completion of the put or call options under the Sale and Purchase Agreement, the Licensor holds less than 50 % (plus one share) of the issued and outstanding share capital of the Licensee for any reason whatsoever (including, but not limited to the sale of any such shares of the Licensee);

10.2 Upon termination of this Agreement however arising, the Licensee shall cease using all material showing or comprising the Trademarks (including by taking all required steps to change corporate and/or trade names comprising the Trademarks) and shall return to the Licensor (or, at the discretion of the Licensor, destroy) all material in its possession or under its control showing or comprising the Trademarks.

## 11. Assignment

The Licensee shall not be entitled to assign this Agreement without the prior written consent of the Licensor. The Licensor shall be entitled at all times, without any consent of the Licensee, to assign all or part of its rights and/or obligations under this Agreement to any company of the Altran Group.

**12. Further documentation**

- 12.1 The Licensee and the Licensor agree and undertake to co-operate with each other in registering this Agreement, or parts thereof, with any national trademark office or other authority requiring registration or recording of such Agreement in the Territory.
- 12.2 The Licensor agrees and undertakes to sign, at the Licensee's reasonable request and cost, any documentation (including a Trademark license) to render effective this Agreement or otherwise protect the right of the Licensee to use the Trademarks in the Territory.
- 12.3 The Licensee agrees and undertakes to sign, at the Licensor's reasonable request and cost, any documentation (including a registered user application) required by any national trademark office or other authority to render effective this Agreement or otherwise protect the Trademarks in the Territory.

**13. Notices**

Any notice or other documents to be given under this Agreement shall be in writing and shall be deemed duly given:

- (a) if to be given to the Licensor, if left at or sent by (i) airmail or express or other fast postal service, or (ii) facsimile transmission or other means of telecommunication in permanent writing form to the following address and number:

Name: Eric ALBRAND  
 Director  
 Address: Altran International BV  
 Herengracht 469  
 1017 BS Amsterdam, The Netherlands  
 Fax Number: [33] 1 44 09 54 78

Or to such other address and/or number as the Licensor may by notice to the Licensee expressly substitute therefore.

- (b) if to be given to the Licensee, if left at or sent by (i) airmail or express or other fast postal service, or (ii) facsimile transmission or other means of telecommunication in permanent writing form to the following address and number:

Name: Roger T HILL  
 Managing Director  
 Address: Arthur D. Little Inc.  
 68 Fargo Street  
 Boston, MA 02210  
 USA

Or to such other address and/or number as the Licensee may by notice to the Licensor expressly substitute therefore.

**14. Governing law and jurisdiction**

14.1 This Agreement shall be governed by, and construed in accordance with the laws of the Republic of France.

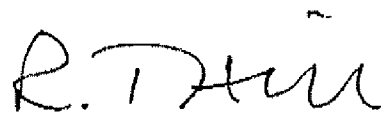
14.2 Any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement, or the breach, termination or validity thereof shall be submitted to the competent court within the jurisdiction of the Paris Court of Appeals.

IN WITNESS whereof the parties have executed this Agreement on the date first mentioned above.



**ALTRAN INTERNATIONAL BV**

By: Eric ALBRAND  
Title: Director



**ARTHUR D.LITTLE Inc.**

By: Roger T HILL  
Title: Managing Director

EXHIBIT 1I. List of Trademarks in United States :

Trademark	Representation	Registration Number	Class	Products / Services	Registration date	Last renewal date
ARTHUR D.LITTLE	Nominative	1610038	35	Consultation services and business research services in the field of Business Management.	14/08/1990	24/08/2001
ARTHUR D.LITTLE	Nominative	1601347	36	Consulting services in connection with the financial and monetary affairs of organizations.	12/06/1990	24/08/2001
ARTHUR D.LITTLE	Nominative	1599955	41	Education services, namely conducting classes and seminars at the university level management science.	05/06/1990	24/08/2001
ARTHUR D.LITTLE	Nominative	1617200	42	Engineering, research and consulting service in the fields of engineering, physical and life science; product design testing and evaluation, product and process development.	9/10/1990	24/08/2001
ADL	Nominative	0755687	42	Engineering, technical and advisory services in the fields of scientific research, product development, corporate planning, and economic development	27/08/1963	27/08/2003
<b>Arthur D Little</b>	Figurative	1610039	35 36 41 42	Business research and consulting services in the field of Business Management; Consulting services in connection with the financial and monetary affairs of organizations; Education services, namely conducting classes and seminars at the university level management science; Engineering, research and consulting service in the fields of engineering, physical and life science; product design testing and evaluation, product and process development, corporate and governmental planning and management, and economic development.	14/08/1990	24/08/2001

II. List of Trademarks in Canada :

Trademark	Representation	Registration Number	Class	Products / Services	Registration date	Last renewal date
ARTHUR D.LITTLE	Nominative	403985	42	Management consulting and strategic planning and the provision of consulting and research services in engineering, physical, life and environmental sciences.	23/10/1992	/

**EXHIBIT 1**I. List of Trademarks in United States :

Trademark	Representation	Registration Number	Class	Products / Services	Registration date	Last renewal date
ARTHUR D.LITTLE	Nominative	1610038	35	Consultation services and business research services in the field of Business Management.	14/08/1990	24/08/2001
ARTHUR D.LITTLE	Nominative	1601347	36	Consulting services in connection with the financial and monetary affairs of organizations.	12/06/1990	24/08/2001
ARTHUR D.LITTLE	Nominative	1599955	41	Education services, namely conducting classes and seminars at the university level management science.	05/06/1990	24/08/2001
ARTHUR D.LITTLE	Nominative	1617200	42	Engineering, research and consulting service in the fields of engineering, physical and life science; product design testing and evaluation, product and process development.	9/10/1990	24/08/2001
ADL	Nominative	0755687	42	Engineering, technical and advisory services in the fields of scientific research, product development, corporate planning, and economic development	27/08/1963	27/08/2003
<b>Arthur D Little</b>	Figurative	1610039	35 36 41 42	Business research and consulting services in the field of Business Management; Consulting services in connection with the financial and monetary affairs of organizations; Education services, namely conducting classes and seminars at the university level management science; Engineering, research and consulting service in the fields of engineering, physical and life science; product design testing and evaluation, product and process development, corporate and governmental planning and management, and economic development.	14/08/1990	24/08/2001

II. List of Trademarks in Canada :

Trademark	Representation	Registration Number	Class	Products / Services	Registration date	Last renewal date
ARTHUR D.LITTLE	Nominative	403985	42	Management consulting and strategic planning and the provision of consulting and research services in engineering, physical, life and environmental sciences.	23/10/1992	/