

01/17/02

04-30-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): BANK ONE, NA. 1 BANK ONE PLAZA CHICAGO, IL 60670 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other BANK

Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other

Execution Date: JAN 3 2002

2. Name and address of receiving party(ies) Name: FRANKLIN COVEY Co Internal Address: MS 0750 Street Address: 2200 W. PARKWAY BLVD City: SLC State: UT Zip: 84119

[ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [ ] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) SEE ATTACHED SHEET

Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: CAROLYN LINDSEY

Internal Address: MS 0750

Street Address: 2200 W. PARKWAY BLVD

City: SLC State: UT Zip: 84010

6. Total number of applications and registrations involved: 103

7. Total fee (37 CFR 3.41) \$ 75.00

[ ] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number: 502202

DO NOT USE THIS SPACE

9. Signature.

Handwritten signature of Carolyn Lindsey

CAROLYN LINDSEY Signature

6-17-02 Date

Total number of pages including cover sheet, attachments, and document: [ ]

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SEE NOTE

TRADEMARK REGISTRATIONS  
IN THE NAME OF BANK ONE, NA. TO BE ASSIGNED TO FRANKLIN COVEY  
CO.

Abundance Mentality	2046792
Achieve What Matters Most with Successful Communication	1962463
Ascend	1666588
Be Proactive	1854911
Because Life is Worth Planning	1903115
Begin with the End in Mind	1842115
Ben Franklin's Head Logo (stylized design)	1873022
Building Trust	2326539
Building Trust: The Key to High Performance	2225435
Challenge of Change, The	1903115
Challenge of Change, The	1934321
Championship Edition	1889876
Circle of Concern	2048830
Circle of Influence	2046791
Covey Leadership Center	2171225
Covey Leadership Center	1767701
Covey Quote Saver	2066977
Covey Reference Library	2066978
Covey Seven Habits Tools	2066975
Diagnose Before you Prescribe	2178748
Dirk Pitt	1889873
Dream Management	2335665
Duratab	1928984
Effectiveness Center	2454943
The Eighth Habit of Highly Effective People	2377085
Emotional Bank Account	1903077
Empathic Listening	1971986
Family Mission Statement	2243959
Family Mission Statement	2243958
The Fire Within	1798926
First Things First	2193148
First Things First	1936558
First Things First	2131750
Franklin and design	1715129
Franklin Covey and design	2277354
Franklin Covey and design	2280492
Franklin Covey and design	2322868
Franklin Covey	2277257
Franklin Covey	2280491
Franklin Day Planner	1809117
Franklin Planner	2439892
Franklin Planner	2295388
Franklin Quest	1855026
From Time Management to Life Leadership	2170818
Getting to Synergy	2128379
Goose and the Golden Egg	1929720

Goose and the Golden Egg	1903078
How to Develop a Family Mission Statement	2170552
How to Develop a Family Mission Statement	2168697
Inside-out Approach	2308628
Introduction to the 7 Habits	2128984
Journal of Professional and Personal Success, The	2386672
Kenzo Studio	2058641
Key To High Performance, The	2335697
Key to Providing Solutions, The	2343252
Knowledge Epicenter	2334342
Living the Seven Habits Applications and Insights	1882206
Living the Seven Habits Applications and Insights	1880498
Loving Reminders	2368479
Maturity Continuum	1925432
Maturity Continuum	1895379
Missing Piece, The	2257520
Nature of Leadership, The	2407413
Organizational Effectiveness Cycle	2376250
Organizational Health Assessment	2409571
Paradigm Shift	2358933
PCOC	2390895
P/PC Balance	2015701
Performance Cycle	1951072
Performance Partner	2372183
Personal Mission Statement	2265806
Power of Understanding, The	2358144
Power of Valuing Differences	2126840
Power of Principle, The	2294637
Power of Principle, The	2339535
Power of Principle, The	2208271
Presentation Advantage	2372217
Principle-Centered Community Initiative	2247955
Principle-Centered Family Leadership	2124088
Principle-Centered Leadership	1882001
Principle-Centered Leadership	1882208
Principle-Centered Leadership	1799702
Principle-Centered Living	1768290
Principle-Centered Living	1816475
Priorities The Journal of Personal Success	2261356
Private Victory	2178747
Public Victory	2178746
Put First Things First	1858925
Quadrant II Time Management	1735407
Quadrant II Time Management	1889765
Roles and Goals	2046794
Scarcity Mentality	2046793
Seasons	1940580
Seek First to Understand, Then to be Understood	2017764
Seven Habits, The	1882594
7 Habits Coach, The	2280441

Habits Family Leadership Series, The	2113794
Habits of Highly Effective Families, The	2208058
Habits of Highly Effective Families, The	2180077
Habits of Highly Effective Families, The	2416051
Seven Habits of Highly Effective People, The	1767275
Seven Habits of Highly Effective People, The	1781357
Seven Habits of Highly Effective People, The	1774478

## TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of January 3, 2002, executed by Bank One, NA. ("Bank One"), in its capacity as agent (Bank One, in such capacity, the "Agent") to the lenders under that certain Credit Agreement dated as of July 10, 2001 by and among Franklin Covey Co., a Utah corporation ("Debtor"), the lenders party thereto (the "Lenders"), the Agent, Bank One as the issuer of letters of credit thereunder (in such capacity, the "L/C Issuer"), and Zions First National Bank as the swing line lender thereunder, releasing all security interests of the Agent on behalf of the Agent, the Lenders, and the L/C Issuer (collectively, the "Secured Parties") in the Trademarks (defined below) owned by the Debtor.

### RECITALS

WHEREAS, pursuant to that certain Borrower Security Agreement dated as July 10, 2001 by and among the Debtor and the Agent (the "Security Agreement"), the Debtor granted to Agent on behalf of the Secured Parties a security interest in certain assets of the Debtor, including, without limitation, the trademarks specifically described on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, pursuant to that certain Supplemental Security Agreement (Trademarks) dated as of July 10, 2001 by and among the Debtor and the Agent (the "Trademark Recordation Device") the Debtor confirmed the grant of the security interest in the Trademarks and the Trademark Recordation Device was recorded in the United States Patent and Trademark Office on July 23, 2001 at Reel 002292, Frame 0723 and later amended at Reel 002303, Frame 0084;

WHEREAS, Debtor desires termination of the Secured Parties' security interest in the Trademarks; and

WHEREAS, the Secured Parties are willing to terminate their security interest in the Trademarks;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

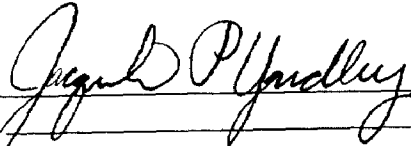
1. Termination of Security Interest. The Agent on behalf of the Secured Parties hereby terminates all of the Secured Parties' security interest in the Trademarks.

2. Revocation of Power of Attorney. The powers of attorney granted by Debtor to the Agent on behalf of the Secured Parties pursuant to that certain Irrevocable Power of Attorney delivered by the Debtor in connection with the Trademark Recordation Device are hereby revoked with respect to the Trademarks.

[Signature page following]

IN WITNESS WHEREOF, the Agent on behalf of the Secured Parties has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

BANK ONE, NA, in its capacity as Agent

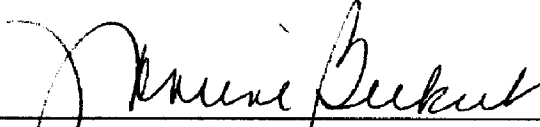
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JACQUELINE P. YARDLEY  
Senior Vice President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On Jan. 3, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Jacqueline P. Yardley, Sr. Vice Pres, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
My commission expires on \_\_\_\_\_



2003 APR 23 11 09:26

FINANCE SECTION

April 21, 2003

Dorothy Riley, Examiner  
Assignment Division  
United States Patent and Trademark Office  
Washington, DC 20231

Dear Ms. Riley:

Enclosed are two assignments, which had previously been returned to Franklin Covey for failure to submit the appropriate filing fee or authorization to charge account. Please note that the appropriate box in section 7 has been checked and the account number of 502202 has been provided.

Please confirm your acceptance of these assignments. If you need anything further, please contact me.

Sincerely,



Tamera Donavon  
Director, Legal Services

TD  
Encl.



6/17/02



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: JAN 3 2002

2. Name and address of receiving party(ies) Name: FRANKLIN COVEY Co Internal Address: MS 0750 Street Address: 2200 W PARKWAY BLVD City: SALT LAKE CITY State: UT Zip: 84119

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SHEET

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: CAROLYN LINDSEY

Internal Address: MS 0750

FRANKLIN COVEY Co.

Street Address: 2200 W. PARKWAY BLVD

MS 0750

City: SLC State: UT Zip: 84119

6. Total number of applications and registrations involved: 95

7. Total fee (37 CFR 3.41) \$

Enclosed Authorized to be charged to deposit account

8. Deposit account number: 502202

DO NOT USE THIS SPACE

9. Signature.

CAROLYN LINDSEY Name of Person Signing

Carolyn Lindsey Signature

6-14-02 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002716 FRAME: 0926

SEE NOTE

TRADEMARK APPLICATIONS

IN THE NAME OF BANK ONE, NA. TO BE ASSIGNED TO FRANKLIN COVEY CO

Americana	75/671353
Brain Training for Teams	75/911382
Building Trust	75/687110
Communication Suite	75/901867
Compass logo	75/115973
Compass logo	76/115968
Compass logo	76/115969
Compass logo	76/115970
Corporate Gladiator	76/164923
Corporate Gladiator	76/164922
Corporate Gladiator	76/164921
Creative Juicers	75/891964
Cultural Intelligence	75/911384
Cultural Intelligence	75/911383
Desk Quote	76/095994
Dollars \$ Sense: Money Management That Makes Sense	76/264882
Effectiveness Center	76/084654
Effectiveness in the Digital Age	76/109904
Effectiveness in the Digital Age	76/109909
Effectiveness in the Digital Age	76/109910
Execution Intelligence	76/221653
Execution Intelligence	76/221652
Execution Intelligence	76/221651
Execution Quotient	76/221654
Execution Quotient	76/221655
Execution Quotient	76/221656
The 8 <sup>th</sup> Habit	75/087361
The 8 <sup>th</sup> Habit	75/088319
The 8 <sup>th</sup> Habit	75/088318
Forms Wizard	76/147441
The 4 Roles of Leadership	75/562121
The 4 Roles of Leadership	75/562120
The 4 Roles of Leadership	75/562119
The Four-Step Project Management Process	76/182676
Franklin Covey and design	75/683553
Franklin Covey	75/683555
Franklin Covey	75/685752
Franklin Covey Impact Learning	75/654982
Franklin Covey Project Management	76/182678
Franklin Planner	75/590037
Franklin Planner	75/590036
Franklin Planner Software	75/772151
FranklinPlanner.com	76/173944
Helping Clients Succeed	75/886161
Helping Clients Succeed	75/886166
Helping Clients Succeed	75/886160

How Highly Effective Leaders Navigate, Change, Deliver Results, and Create the Future	75/562118
Impact Analysis System	76/115974
Insertables	76/008395
Jack Phillips	76/116452
Jack Phillips	76/116451
Leadership Insights	75/901868
Leadership Is A Choice	75/891965
Leading Indicators	75/044750
Leading Indicators	75/044672
Leading Indicators	75/044671
Learn Big	75/654981
Little Secrets of Life	76/027627
M.D. In Leadership	75/901866
Milano Baguette	76/125751
Milano Minimalist	76/125725
Modern Gladiator	76/247470
Modern Gladiator	76/247469
Modern Gladiator	76/247468
Nature of Leadership, The	75/519801
Net Planner	75/891967
Note Stack	76/129061
Oneplace	76/265749
Performance Sport	75/942790
Personal Productivity Systems	76/618263
Personal Productivity Systems	76/618264
Planner.com	75/917471
Planner.net	75/891967
Planner.org	75/891966
Planware	76/247467
Planware	76/247466
Planware	76/247465
Portable 7 Habits, The	75/772152
Power of Understanding, The	75/383528
Power Pro	75/901869
Principled-Centered Organizational Change	75/584982
Print To Fit	76/146105
Printer Assistant	76/147440
Priorities	75/477333
Productivity in the Digital Age	76/133243
Productivity in the Digital Age	76/133241
Productivity in The Digital Age	76/133240
Productivity in the Digital Age	76/133239
Project Management Practice	76/271591
Project Management Practice	76/271592
Project Management Practice	76/271593
Riverwood	75/911381
Riverwood	75/911380
ROI Process	76/116453
ROI Resource Center	76/129066

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BANK ONE, NA, in its capacity as Agent

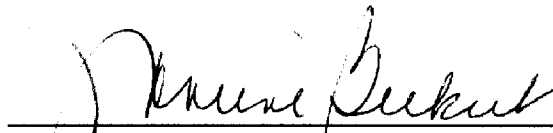
By: Jacqueline P. Yardley  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JACQUELINE P. YARDLEY  
Senior Vice President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On Jan. 3, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Jacqueline P. Yardley, Sr. Vice Pres, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

  
My commission expires on \_\_\_\_\_

