

7/23/01

07-23-2001

U.S. DEPARTMENT OF COMMERCE



EET

Patent and Trademark Office
Docket No. 07083/130

101780371

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

1. Name of conveying party(ies):
FRANKLIN COVEY COMPANY

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

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

2. Name and address of receiving party(ies):

Name: BANK ONE, NA as Agent
Internal Address: 4TH FLOOR
Street Address: 777 SOUTH FIGUEROA STREET
City, State, ZIP: LOS ANGELES, CALIFORNIA 90017-5800

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: NATIONAL BANKING ASSOCIATION

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: JULY 10, 2001

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) B. Registration No.(s)

See attached list of 102 trademark applications and 146 registrations

Additional numbers attached? Yes No

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

Lynn M. Humphreys
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 248

7. Total fee (37 C.F.R. § 3.41): \$6215.00

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 07083/130

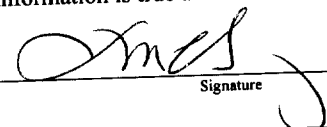
8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. 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.

Name: Lynn M. Humphreys  July 20, 2001
Signature Date

Total number of pages comprising cover sheet, attachments and document: twenty-four (24)

07/24/2001 6TON11 00000035 031952 75671353

01 FC:481 40.00 CH
02 FC:482 6175.00 CH
03 FC:484 120.00 CH

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

**ATTACHMENT TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Consisting of 7 pages

Docket No. 07083/130

4A. Trademark Application No.(s)

75/671353

75/911382

75/687110

75/901867

75/115973

76/115968

76/115969

76/115970

76/164923

76/164922

76/164921

75/890964

75/911384

75/911383

76/095994

76/084654

76/109904

76/109909

76/109910

76/221653

76/221652

76/221651

76/221654

76/221655

76/221656

75/087361

75/088319

75/088318

76/264882

76/147441

75/562121
75/562120
75/562119
76/182676
75/683553
75/683555
75/685752
75/654982
76/182678
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75/772151
76/173944
75/886161
75/886166
75/886160
75/562118
76/115974
76/008395
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75/901868
75/891965
75/044750
75/044672
75/044671
75/654981
76/027627
75/901866
76/125751
76/125725
76/247470
76/247469
76/247468
75/519801
75/891967
76/129061

76/265749
76/158741
76/682663
76/682664
75/917471
75/891967
75/891966
76/247467
76/247466
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75/772152
75/383528
75/901869
75/584982
76/146405
76/147440
75/477333
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76/133241
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76/221658
76/221657
75/772153
75/231975
75/231794
76/066458
76/093208
75/457480
76/182677

4B. Trademark Registration No.(s)

2,046,792
1,962,463
1,666,588
1,854,911
1,903,115
1,842,115
1,873,022
2,326,539
2,225,435
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1,993,999

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated as of the 10th day of July, 2001, by and among FRANKLIN COVEY CO., a Utah corporation (the "Borrower"), and BANK ONE, NA, as the agent (in such capacity, the "Agent") for itself and the Lenders under (and as that term and capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of July 10, 2001 by and among the Borrower, the Agent, the LC Issuer, the Swing Line Bank and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to that certain Borrower Security Agreement dated as of even date herewith between Borrower and the Agent (the "Security Agreement"), Borrower has granted to the Agent a security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Agent for past, present and future infringements of any of the foregoing; and

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Agent in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner and to amend Schedule I accordingly.

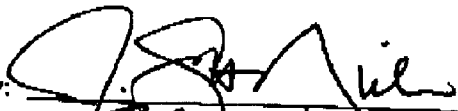
3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.


[Signature Page Following]

EXECUTED as of the day and year first above written.

FRANKLIN COVEY CO., a Utah corporation

By: 
Name: J. Scott Nielsen
Title: SUP FINANCE

BANK ONE, NA, as Agent

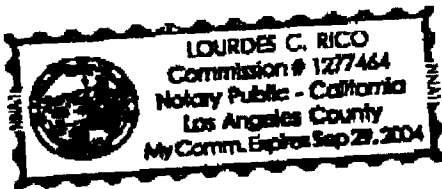
By: 
Name: Stephen M. Flynn
Title: First Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 9, 2001, before me, the undersigned notary public in and for said County and State, personally appeared Jeffrey Scott Nelson, 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.

Loures C. Rico
My commission expires on Sept. 29, 2004

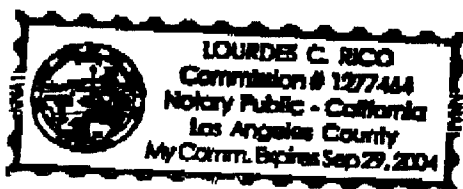


STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 9, 2001, before me, the undersigned notary public in and for said County and State, personally appeared Stephen Michael Flynn, 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.

Louder C. Rico
My commission expires on Sept. 29, 2004



**SCHEDULE I
TO
SUPPLEMENTAL SECURITY AGREEMENT**

TRADEMARKS

OWNER: FRANKLIN COVEY CO.

ABUNDANCE MENTALITY, Class 41	3/18/97	2,046,792
ACHIEVE WHAT MATTERS MOST WITH SUCCESSFUL COMMUNICATION, Class 41	3/12/96	1,962,463
AMERICANA, Class 16 (<i>Refused</i>)	3/30/99	75/671353
ASCEND, Class 9	12/03/91	1,666,588
BE PROACTIVE, Class 41	9/20/94	1,854,911
BECAUSE LIFE IS WORTH PLANNING, Class 41	7/4/95	1,903,115
BEGIN WITH THE END IN MIND, Class 41	6/28/94	1,842,115
BEN FRANKLIN'S HEAD LOGO (<i>stylized design</i>) Class 8,9,16,18,20	1/10/95	1,873,022
BRAIN TRAINING FOR TEAMS, Class 16	2/7/00	75/911382
BUILDING TRUST, Class 16	4/20/99	75/687110
BUILDING TRUST, Class 41	3/7/00	2,326,539
BUILDING TRUST: THE KEY TO HIGH PERFORMANCE, Class 41	2/23/99	2,225,435
CHALLENGE OF CHANGE, THE, Class 41	7/4/95	1,903,115
CHALLENGE OF CHANGE, THE Class 41	11/7/95	1,934,321
CHAMPIONSHIP EDITION, Class 16	4/18/95	1,889,876
CIRCLE OF CONCERN, Class 41	4/1/97	2,048,830
CIRCLE OF INFLUENCE, Class 41	3/18/97	2,046,791
COMMUNICATION SUITE, Class 41	1/21/00	75/901867
COMPASS logo, Class 9	8/24/00	75/115973
COMPASS logo, Class 16	8/24/00	76/115968
COMPASS logo, Class 35	8/24/00	76/115969
COMPASS logo, Class 41	8/24/00	76/115970
CORPORATE GLADIATOR, Class 9	11/14/00	76/164923

CORPORATE GLADIATOR, Class 16	11/14/00	76/164922
CORPORATE GLADIATOR, Class 41	11/14/00	76/164921
COVEY LEADERSHIP CENTER, Class 25	7/7/98	2,171,225
COVEY LEADERSHIP CENTER, Class 41	4/27/93	1,767,701
COVEY QUOTE SAVER, Class 9	6/3/97	2,066,977
COVEY REFERENCE LIBRARY, Class 9	6/3/97	2,066,978
COVEY SEVEN HABITS TOOLS, Class 9	6/3/97	2,066,975
CREATIVE JUICERS, Class 16	1/7/00	75/890964
CULTURAL INTELLIGENCE, Class 16	2/7/00	75/911384
CULTURAL INTELLIGENCE, Class 41	2/7/00	75/911383
DESK QUOTE, Class 16	7/25/00	76/095994
DIAGNOSE BEFORE YOU PRESCRIBE Class 41	8/4/98	2,178,748
DIRK PITT, Class 16	4/18/95	1,889,873
DOLLARS \$ SENSE: MONEY MANAGEMENT THAT MAKES SENSE, Class 16	5/31/01	76/264882
DREAM MANAGEMENT, Class 42	3/28/00	2,335,665
DURATAB, Class 40	10/24/95	1,928,984
EFFECTIVENESS CENTER, Class 35	1/5/00	2,454,943
EFFECTIVENESS CENTER, Class 35	7/7/00	76/084654
EFFECTIVENESS IN THE DIGITAL AGE Class 9	8/11/00	76/109904
EFFECTIVENESS IN THE DIGITAL AGE Class 16	8/11/00	76/109909
EFFECTIVENESS IN THE DIGITAL AGE Class 41	8/11/00	76/109910
EXECUTION INTELLIGENCE, Class 9	3/8/01	76/221653
EXECUTION INTELLIGENCE, Class 16	3/8/01	76/221652
EXECUTION INTELLIGENCE, Class 41	3/8/01	76/221651
EXECUTION QUOTIENT, Class 9	3/8/01	76/221654
EXECUTION QUOTIENT, Class 16	3/8/01	76/221655
EXECUTION QUOTIENT, Class 41	3/8/01	76/221656
THE 8 TH HABIT, class 16	4/12/96	75/087361
THE 8 TH HABIT, class 9	4/12/96	75/088319
THE 8 TH HABIT, class 41	4/12/96	75/088318
THE EIGHT HABIT OF HIGHLY EFFECTIVE PEOPLE, Class 39	8/15/00	2,377,085

EMOTIONAL BANK ACCOUNT, Class 41	7/4/95	1,903,077
EMPATHIC LISTENING, Class 41	4/30/96	1,971,986
FAMILY MISSION STATEMENT, Class 16	5/4/99	2,243,959
FAMILY MISSION STATEMENT, Class 41	5/4/99	2,243,958
THE FIRE WITHIN,, Class 41	10/12/93	1,798,926
FIRST THINGS FIRST, Class 9	10/6/98	2193,148
FIRST THINGS FIRST, Class 16	11/21/95	1,936,558
FIRST THINGS FIRST, Class 41	1/27/98	2,131,750
FORMS WIZARD, Class 9	10/16/00	76/147441
THE 4 ROLES OF LEADERSHIP, Class 9	9/30/98	75/562121
THE 4 ROLES OF LEADERSHIP, Class 16	9/30/98	75/562120
THE 4 ROLES OF LEADERSHIP, Class 41	9/30/98	75/562119
THE FOUR-STEP PROJECT MANAGEMENT PROCESS, Class 41	12/19/00	76/182676
FRANKLIN and design, Class 9 and 16	9/15/92	1,715,129
FRANKLIN COVEY and design, Class 16	4/14/99	75/683553
FRANKLIN COVEY and design, Class 35	9/14/99	2,277,354
FRANKLIN COVEY and design, Class 41	9/28/99	2,280,492
FRANKLIN COVEY and design, Class 9	2/29/00	2,322,868
FRANKLIN COVEY, Class 9	9/14/99	2,277,257
FRANKLIN COVEY, Class 16	4/14/99	75/683555
FRANKLIN COVEY, Class 41	9/28/99	2,280,491
FRANKLIN COVEY, Class 42	4/14/99	75/685752
FRANKLIN COVEY IMPACT LEARNING, Class 41	3/5/99	75/654982
FRANKLIN COVEY PROJECT MANAGEMENT, Class 41	12/19/00	76/182678
FRANKLIN DAY PLANNER, Class 16	12/7/93	1,809,117
FRANKLIN PLANNER, Class 9	4/3/01	2,439,892
FRANKLIN PLANNER, Class 16	11/30/99	2,295,388
FRANKLIN PLANNER, Class 9	11/17/98	75/590037
FRANKLIN PLANNER, Class	11/17/98	75/590036
FRANKLIN PLANNER SOFTWARE, Class 9	8/9/99	75/772151
FRANKLINPLANNER.COM, Class 42	12/01/00	76/173944
FRANKLIN QUEST, Class 8,9,16,20	9/20/94	1,855,026
FROM TIME MANAGEMENT TO LIFE LEADERSHIP, Class 41	7/7/98	2,170,818

GETTING TO SYNERGY, Class 41	1/13/98	2,128,379
GOOSE AND THE GOLDEN EGG, Class 16	10/24/95	1,929,720
GOOSE AND THE GOLDEN EGG, Class 41	7/4/95	1,903,078
HELPING CLIENTS SUCCEED, Class 9	1/03/00	75/886161
HELPING CLIENTS SUCCEED, Class 16	1/3/00	75/886166
HELPING CLIENTS SUCCEED, Class 41	1/3/00	75/886160
HOW TO DEVELOP A FAMILY MISSIONSTATEMENT, Class 9	6/30/98	2,170,552
HOW TO DEVELOP A FAMILY MISSION STATEMENT, Class 16	6/23/98	2,168,697
HOW HIGHLY EFFECTIVE LEADERS NAVIGATE, CHANGE, DELIVER RESULTS, AND CREATE THE FUTURE, Class 41	9/30/98	75/562118
IMPACT ANALYSIS SYSTEM, Class 35	8/24/00	76/115974
INSERTABLES, Class 16	3/22/00	76/008395
INSIDE-OUT APPROACH, Class 41	1/18/00	2,308,628
INTRODUCTION TO THE 7 HABITS Class 41	1/13/98	2,128,984
JACK PHILLIPS, Class 16	8/24/00	76/116452
JACK PHILLIPS, Class 41	8/24/00	76/116451
JOURNAL OF PROFESSIONAL AND PERSONAL SUCCESS,THE Class 16	9/12/00	2,386,672
KENZO STUDIO, cl. 18 and 25	5/6/97	2,058,641
KEY TO HIGH PERFORMANCE, THE Class 41	3/28/00	2,335,697
KEY TO PROVIDING SOLUTIONS, THE Class 41	4/18/00	2,343,252
KNOWLEDGE EPICENTER, Class 41	3/28/00	2,334,342
LEADERSHIP INSITES, Class 16	1/21/00	75/901868
LEADERSHIP IS A CHOICE, Class 16	1/7/00	75/891965
LEADING INDICATORS, Class 16	1/17/96	75/044750
LEADING INDICATORS, Class 35	1/17/96	75/044672
LEADING INDICATOR, Class 41	1/17/96	75/044671
LEARN BIG, Class 41	3/5/99	75/654981
LITTLE SECRETS OF LIFE, Class 16	4/14/00	76/027627
LIVING THE SEVEN HABITS APPLICATION AND INSIGHTS, Class 16	3/7/01	1,882,206
LIVING THE SEVEN HABITS APPLICATIONS AND INSIGHTS, Class 9	2/28/95	1,880,498

LOVING REMINDERS, Class 16	7/18/00	2368479
MATURITY CONTINUUM, Class 16	10/10/95	1,925,432
MATURITY CONTINUUM, Class 41	5/23/95	1,895,379
M.D. IN LEADERSHIP, Class 16	1/21/00	75/901866
MILANO BAGUETTE, Class 16	9/11/00	76/125751
MILANO MINIMALIST, Class 16	9/11/00	76/125725
MISSING PIECE, THE Class 16	6/29/99	2,257,520
MODERN GLADIATOR, Class 9	4/28/01	76/247470
MODERN GLADIATOR, Class 16	4/28/01	76/247469
MODERN GLADIATOR, Class 41	4/28/00	76/247468
NATURE OF LEADERSHIP, THE Class 9	7/14/98	75/519801
NATURE OF LEADERSHIP, THE Class 41	11/21/00	2,407,413
NET PLANNER, Class 35	8/10/98	75/891967
NOTE STACK, Class 16	9/15/00	76/129061
ONEPLACE, Class 9	5/1/01	76/265749
OGANIZATIONAL EFFECTIVENESS CYCLE, Class 41	8/8/00	2,376,250
ORGANIZATIONAL HEALTH ASSESSMENT, Class 35	11/28/00	2,409,571
PARADIGM SHIFT, Class 41	6/20/00	2,358,933
PCOC, Class 35	10/3/00	2,390,895
P/PC BALANCE, Class 41	9/12/96	2,015,701
PERF-FIT PAGES, Class 16	11/02/00	76/158741
PERFORMANCE CYCLE, Class 41	1/23/96	1,951,072
PERFORMANCE PARTNER, Class 42	8/1/00	2,372,183
PERFORMANCE SPORT, Class 16	3/13/00	10/31/00
PERSONAL MISSION STATEMENT Class 41	7/27/99	2,265,806
PERSONAL PRODUCTIVITY SYSTEMS Class 9	12/19/00	76/682663
PERSONAL PRODUCTIVITY SYSTEMS Class 9	12/19/00	76/682664
PLANNER.COM, Class 42	2/14/00	75/917471
PLANNER.NET, Class 42	1/7/00	75/891967
PLANNER.ORG, Class 42	1/7/00	75/891966
PLANWARE, Class 9	4/28/01	76/247467
PLANWARE, Class 16	4/28/01	76/247466

PLANWARE, Class 41	4/28/01	76/247465
PORTABLE 7 HABITS, THE Class 16	8/9/99	75/772152
POWER OF UNDERSTANDING, THE Class 16	6/13/00	2,358,144
POWER OF UNDERSTANDING, THE Class 41	11/3/78	75/383528
POWER OF VALUING DIFFERENCES, THE Class 41	1/6/98	2,126,840
POWER PRINCIPLE, THE Class 9	11/23/99	2,294,637
POWER PRINCIPLE, THE Class 16	3/7/01	2,339,535
POWER PRINCIPLE, THE Class 41	12/8/98	2,208,271
POWER PRO, Class 16	1/21/00	75/901869
PRESENTATION ADVANTAGE, Class 41	8/1/00	2,372,217
PRINCIPLE-CENTERED COMMUNITY INITIATIVE, Class 41	5/25/99	2,247,955
PRINCIPLE-CENTERED FAMILY LEADERSHIP, Class 41	12/23/97	2,124,088
PRINCIPLE-CENTERED LEADERSHIP Class 9	3/7/01	1,882,001
PRINCIPLE-CENTERED LEADERSHIP Class 16	3/7/95	1,882,208
PRINCIPLE-CENTERED LEADERSHIP Class 41	10/19/93	1,799,702
PRINCIPLE-CENTERED LIVING, Class 9	4/27/93	1,768,290
PRINCIPLE-CENTERED LIVING, Class 41	1/11/94	1,816,475
PRINCIPLE-CENTERED ORGANIZATIONAL CHANGE, Class 35	5/16/01	75/584982
PRINT TO FIT, Class 9	10/13/00	76/146405
PRINTER ASSISTANT, Class 16	10/16/00	76/147440
PRIORITIES, Class 16	4/30/98	75/477333
PRIORITIES THE JOURNAL OF PERSONAL SUCCESS, Class 16	7/13/99	2,261,356
PRIVATE VICTORY, Class 41	8/7/98	2,178,747
PRODUCTIVITY IN THE DIGITAL AGE Class 9	9/21/00	76/133243
PRODUCTIVITY IN THE DIGITAL AGE Class 16	9/21/00	76/133241
PRODUCTIVITY IN THE DIGITAL AGE Class 41	9/21/00	76/133240
PRODUCTIVITY IN THE DIGITAL AGE Class 42	9/21/00	76/133239

PROJECT MANAGEMENT PRACTICE Class 9	6/14/01	
PROJECT MANAGEMENT PRACTICE Class 16	6/14/01	
PROJECT MANAGEMENT PRACTICE Class 41	6/14/01	
PUBLIC VICTORY, Class 41	8/4/98	2,178,746
PUT FIRST THINGS FIRST, Class 41	10/18/94	1,858,925
QUADRANT II TIME MANAGEMENT 41	11/24/92	7,735,407
QUADRANT II TIME MANAGEMENT Class 9	4/18/95	1,889,765
RIVERWOOD, Class 16	2/7/00	75/911381
RIVERWOOD, Class 18	2/7/00	75/911380
ROI PROCESS, Class 41	8/24/00	76/116453
ROI RESOURCE CENTER, Class 9	9/15/00	76/129066
ROLES AND GOALS, Class 41	3/18/97	2,046,794
SCARCITY MENTALITY, Class 41	3/18/97	2,046,793
SEASONS, Class 16	12/12/95	1,940,580
SEEK FIRST TO UNDERSTAND, THEN TO BE UNDERSTOOD, Class 41	11/19/96	2,017,764
SEVEN HABITS, THE, Class 41	3/7/01	1,882,594
7 HABITS COACH, THE, Class 9	9/28/99	2,280,441
7 HABITS FAMILY LEADERSHIP SERIES, THE Class 9	11/18/97	2,113,794
7 HABITS OF HIGHLY EFFECTIVE FAMILIES, THE Class 9	10/08/98	2,208,058
7 HABITS OF HIGHLY EFFECTIVE FAMILIES, THE Class 16	8/11/98	2,180,077
7 HABITS OF HIGHLY EFFECTIVE FAMILIES, THE Class 41	12/26/00	2,416,051
SEVEN HABITS OF HIGHLY EFFECTIVE PEOPLE, THE Class 9	4/27/93	1,767,275
SEVEN HABITS OF HIGHLY EFFECTIVE PEOPLE, THE Class 16	7/13/93	1,781,357
SEVEN HABITS OF HIGHLY EFFECTIVE PEOPLE, THE Class 41	6/1/93	1,774,478
SEVEN HABITS OF HIGHLY EFFECTIVE SALES, THE Class 41	3/7/95	1,882,595
7 HABITS OF HIGHLY EFFECTIVE TEENS, THE Class 16	7/18/00	2,367,970
7 HABITS OF HIGHLY EFFECTIVE	7/18/00	2,367,969

TEENS, THE Class 41		
SEVEN HABITS ORGANIZER, THE Class 16	3/7/01	1,882,209
SEVEN HABITS REPORT, THE Class 16	4/18/95	1,889,870
7 HABITS STORE, THE Class 35	5/4/99	2,242,658
SHARPEN THE SAW, Class 41	1/10/95	1,872,875
SHIPLEY ASSOCIATES, Class 41 and 42	8/2/1983	1,247,346
SHIPLEY ASSOCIATES, Class 16	10/03/95	1,923,626
SHIPLEY ASSOCIATES, Class 41 and 42	8/2/83	1,247,346
HAND HOLDING PEN DESIGN, Class 41	10/20/81	1,174,590
<i>design only, class 41 (Shipley)</i>	4/1/1997	2,049,409
SMARTMAIL, Class 41	4/1/1997	2,049,409
SOLUTION CENTER, Class 35	7/20/00	76/093208
SPACEMAKER, Class 16	3/5/98	75/457480
SPORTS CAREERS, Class 9 and 16	1/16/01	2,422,321
SPORTS CAREERS, Class 35	5/30/00	2,354,218
SPORTS CAREERS, Class 41	5/30/00	2,354,217
SPORTS MARKET PLACE, Class 16	10/3/00	2,391,072
STAKEHOLDER INFORMATION SYSTEMS (SIS) Class 35	1/14/97	2,029,448
STRATEGIC PLANNING PYRAMID, Class 41	12/19/00	76/182677
SYNERGIZE, Class 41	11/15/94	1,862,827
THINK WIN-WIN, Class 41	11/19/96	2,017,767
THREE PERSON TEACHING, Class 41	11/1/94	1,861,256
TIME ACTIVATOR, Class 9	12/6/94	1,866,258
TIME: SYSTEMS, cl. 16	9/14/82	1,208,315
TIMEQUEST, Class 41	6/20/95	1,901,000
TOOLS FOR HIGHLY EFFECTIVE COMMUNICATION, Class 41	6/8/00	76/066458
TOOLS FOR HIGHLY EFFECTIVE LIVING, Class 35 (retail)	2/22/00	2,320,172
TOOLS FOR HIGHLY EFFECTIVE ORGANIZATIONS, Class 41	4/10/01	2,442,917
TOOLS FOR HIGHLY EFFECTIVE PEOPLE, Class 35	11/24/98	2,205,726
TOOLS FOR HIGHLY EFFECTIVE TEAMS, Class 41	1/6/98	2,126,839

TRUE NORTH, Class 16	1/27/97	75/231794
TRUE NORTH, Class 41	1/21/97	2,032,649
TRUE NORTH, Class 42	1/27/97	75/231975
TSI TIME SYSTEMS, Class 16	5/6/97	2,058,614
TSI, Class 16	4/22/97	2,053,873
VALUES QUEST, Class 9	5/28/96	1,977,002
WEEKLY COMPASS, Class 16	1/6/98	2,126,601
WHAT MATTERS MOST, Class 16	9/28/99	2,280,881
WHAT MATTERS MOST, Class 16	12/30/97	2,126,068
WHAT MATTERS MOST, Class 41	4/29/97	2,056,865
WHAT MATTERS MOST, Class 9	6/13/00	2,358,316
WHY JUST MANAGE YOUR TIME WHEN YOU CAN LEAD YOUR LIFE, Class 16	10/20/98	2,197,468
WIN-WIN AGREEMENTS, Class 41	11/19/98	1,017,765
WIN-WIN OR NO DEAL, Class 41	11/19/96	1,017,765
WIN WINS AT WORK, Class 16	8/9/99	75/772153
WORTHSHOPS, Class 9, 16, 41	6/20/95	1,901,100
WRITING ADVANTAGE, Class 16	1/23/96	1,951,968
WRITING ADVANTAGE, Class 41	8/13/96	1,993,999
XQ, Class 9	3/8/01	76/221659
XQ, Class 16	3/8/01	76/221658
XQ, Class 41	3/8/01	76/221657

IRREVOCABLE POWER OF ATTORNEY

FRANKLIN COVEY CO., a Utah corporation, located at 2200 West Parkway Boulevard, Salt Lake City, Utah 84119 (the "Borrower") hereby grants to BANK ONE, NA, as agent (the "Agent"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications therefor owned by Borrower from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Credit Agreement dated as of July 10, 2001 among the Borrower, the Agent, the LC Issuer, the Swing Line Bank and the Lenders from time to time party thereto (the "Credit Agreement" and as those terms and other capitalized terms not otherwise defined herein are defined in the Credit Agreement) and related documents.

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations remain outstanding (other than surviving indemnity obligations).

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an Interest; it is created for the benefit of the attorney in fact, Agent, rather than for Borrower.

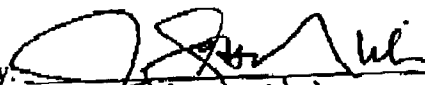
3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Borrower in favor of Agent under the Credit Agreement.

4. The Power of Attorney granted hereunder gives and grants unto said attorney in fact, Agent, full power of substitution to substitute another party for Agent in accordance with the Credit Agreement.

5. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and the Supplemental Security Agreement (Trademarks) dated concurrently herewith of Borrower to Agent and the Lenders and shall be exercisable by Agent only after the occurrence and during the continuance of a Event of Default.

IN WITNESS WHEREOF, Borrower has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of July 10, 2001.

FRANKLIN COVEY CO., a Utah corporation

By: 
Name: Scott Nielsen
Title: SUP Finance

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On July 9, 2001, before me, the undersigned notary public in and for said County and State, personally appeared Jeffrey Scott Nielsen, 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.

Louise C. Rico
My commission expires on Sept - 29, 2004

