

REC

04-15-2002

SHEET

U.S. DEPARTMENT OF
Patent and Trademark



Y

Tab settings

To the Honorable Commissioner of Pat.

102055777

ched original documents or copy thereof.

1. Name of conveying party(ies):
Frontline Group Organizational Learning Systems, Inc.

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State OK
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving

Name: Heller Financial, Inc.

Internal Address: _____

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

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

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: March 31, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

2482381

Additional numbers attached? No

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

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \$ 40.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/16/2002 6TON11 00000053 2482381

01 FC:481

40.00 OP

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 of the original document.

Penelope Johnson
Name of Person

Penelope Johnson
Signature

04/10/02
Date

Total number of pages including cover sheet, attachments, and document = 5

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

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of this 31st day of March, 2002, by and among the grantor listed on the signature page hereto ("**Grantor**") and Heller Financial, Inc., a Delaware corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("**Lenders**").

RECITALS:

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Frontline Group Operating Company, Inc. a Delaware corporation ("**Borrower**") has entered into a Credit Agreement dated as of October 28, 1999 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Agent and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

WHEREAS, Borrower is the legal and beneficial owner of all of the issued and outstanding capital stock of Grantor; and

WHEREAS, Grantor acknowledges that, as a wholly owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of loans to Borrower as provided in the Credit Agreement; and

WHEREAS, Grantor has agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty dated as of October 28, 1999 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Subsidiary Guaranty**"); and

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement dated as of October 28, 1999 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, Agent (in such capacity, "Grantee") and the other parties thereunder, Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including Trademark registrations and Trademark applications, and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of

60050673.2

TRADEMARK
REEL: 002482 FRAME: 0722

Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Balance of Page Intentionally Left Blank]
- Signature Page Follows -*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

GRANTOR:

**FRONTLINE GROUP ORGANIZATIONAL
LEARNING SYSTEMS, INC.**, an Oklahoma
corporation

By: Mary M Howard
Name: Mary Howard
Title: Executive Vice President and Secretary

AGENT:

HELLER FINANCIAL, INC., a Delaware
corporation, as Agent

By: [Signature]
Name: _____
Title: SVP

TRADEMARK REGISTRATIONS

Registered Trademark, registration number 2,482,381, registered August 28, 2001 for "KNOWHOW2 THE POWER OF EXPERIENCE, SHARED" as it relates to interactive software for use in aiding organizations to implement and improve their best practices, manage projects, coordinate project teams and capture, implement and track the value of improvement ideas.

Trademark Security Agreement - FGOLS