Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Personnel Decisions International Corporation		10/16/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	707 Travis, 7th Floor North
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	N.A. (Nationally Chartered Bank):

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2532379	DEVELOPMENT FOR RESULTS
Registration Number:	3336712	EXPERT PARTNERS. REAL LEADERSHIP ADVANTAGE.
Registration Number:	2384458	FIRST
Registration Number:	3262215	FS100
Registration Number:	2681604	HC BRIDGE
Registration Number:	2406666	LEADERSHIP ESSENTIALS
Registration Number:	3392834	PDI
Registration Number:	2716206	PDI DEVELOPMENT PIPELINE
Registration Number:	3392835	PDI
Registration Number:	2986187	PDI PERSONNEL DECISIONS
Registration Number:	2986188	PDI PERSONNEL DECISIONS INTERNATIONAL
Registration Number:	3360639	PDI PERSONNEL DECISIONS INTERNATIONAL REAL LEADERSHIP ADVANTAGE
Registration Number:	2952023	PDI TALENT PIPELINE
		TRADEMARK

900121248 **REEL: 003892 FRAME: 0176**

Registration Number:	2744683	PERFORMANCE QUOTIENT
Registration Number:	1852096	PERSONNEL DECISIONS
Registration Number:	2539952	PERSONNEL DECISIONS
Registration Number:	2601582	PIPELINE FOR DEVELOPMENT
Registration Number:	2250279	PROFILOR
Registration Number:	2449403	RETURN ON PEOPLE
Registration Number:	2501165	RETURN ON PEOPLE
Registration Number:	2582530	ROP
Registration Number:	1773495	SELECTING FOR SUCCESS
Registration Number:	3280427	TALENTVIEW OF PERFORMANCE
Registration Number:	3446810	TALENTVIEW OF POTENTIAL
Registration Number:	3445717	TALENTVIEW OF READINESS
Registration Number:	2700958	TALENTVIEW
Registration Number:	3032080	TALENTWISE
Registration Number:	3126750	TEAMTALK
Registration Number:	2246325	TEAMWISE
Registration Number:	1791544	THE PROFILOR
Registration Number:	2820309	TIME2CHANGE
Registration Number:	2559804	ALL WORK ALL PLAY
Registration Number:	2707444	CAREER GAS GAUGE
Registration Number:	2559803	ESERIES
Registration Number:	2341451	INSTANT ADVICE
Registration Number:	2670520	NETCD
Registration Number:	2797963	NINTH HOUSE
Registration Number:	2471828	NINTH HOUSE
Registration Number:	2425524	NINTH HOUSE LEARNING NETWORK
Registration Number:	2784247	NINTH HOUSE NETWORK

CORRESPONDENCE DATA

Fax Number: (703)770-7901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703.770.7928

Email: amanda.childs@pillsburylaw.com

Correspondent Name: Pillsbury Winthrop Shaw Pittman, LLP

Address Line 1: 1650 Tysons Blvd

Address Line 4: McLean, VIRGINIA 22102

TRADEMARK REEL: 003892 FRAME: 0177

1	II
ATTORNEY DOCKET NUMBER:	047444-0000005
NAME OF SUBMITTER:	Larry J. Hume
Signature:	/Larry J. Hume/
Date:	11/21/2008
Total Attachments: 19	
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TRADEMARK
REEL: 003892 FRAME: 0178

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>"), is dated as of October 16, 2008, between Personnel Decisions International Corporation, a Delaware corporation (the "<u>Debtor</u>"), JPMorgan Chase Bank, N.A. (the "<u>Secured Party</u>") and certain Subsidiaries of the Borrower shown on the signature page below (the "<u>Subsidiaries</u>", together with the Debtor, collectively, the "<u>Obligated Party</u>").

PRELIMINARY STATEMENT

The Debtor and the Secured Party are entering into a Credit Agreement dated as of even date herewith (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"). The Obligated Party is entering into this Agreement in order to, among other things, induce the Secured Party to enter into and extend credit to the Obligated Party under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as Collateral security for the prompt and complete performance of its Obligations and payment when due of its Indebtedness under the Credit Agreement and all other agreements now existing or hereafter arising between the Obligated Party and the Secured Party, the Obligated Party and the Secured Party agree as follows:

Section 1. **Definitions: Interpretation.**

- (a) <u>Terms Defined in Credit Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.
- (b) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"<u>UCC</u>" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

- (c) <u>Terms Defined in UCC</u>. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) <u>Construction</u>. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Obligated Party; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any", and "any" includes "all". To the extent not inconsistent with the foregoing, the rules of construction and

Intellectual Property Security Agreement - Page 1

interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. <u>Security Interest</u>.

- (a) <u>Grant of Security Interest</u>. As security for the payment of the Indebtedness and performance of the Obligations, the Obligated Party hereby assigns, transfers and conveys to the Secured Party, and grants to the Secured Party a security interest in and mortgage to, all of the Obligated Party's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Obligated Party now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "<u>Collateral</u>"):
 - (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule "A"**), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
 - (ii) all United Stated registered copyrights, copyright applications and copyright registrations, including Obligated Party's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule "B" to this Agreement and all of Obligated Party's copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to Obligated Party in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
 - (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in **Schedule "C"**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;

- (iv) the entire goodwill of or associated with the business now or hereafter conducted by Obligated Party connected with and symbolized by any of the properties and assets listed in Subsection (a)(iii) above;
- (v) all tangible property, general intangibles and all intangible intellectual or other similar property of the Obligated Party of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.
- (b) <u>Continuing Security Interest</u>. The Obligated Party agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with **Section 11**.
- Section 3. <u>Supplement to Credit Agreement</u>. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Credit Agreement and other Security Documents referred to therein, including but not limited to the Security Agreement. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Credit Agreement or any other Security Documents referred to therein, all terms and provisions of which are incorporated herein by reference.
- Section 4. Representations and Warranties. The Obligated Party represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of: (a) U.S. patents and patent applications or registrations owned by the Obligated Party, in whole or in part, is set forth in Schedule "A"; (b) U.S. registered copyrights, copyright registrations and applications owned by the Obligated Party, in whole or in part, is set forth in Schedule "B"; (c) U.S. trademarks, trademark registrations or applications owned by the Obligated Party, in whole or in part, is set forth in Schedule "C". The Obligated Party further represents and warrants that all representations and warranties contained in Article Five of the Credit Agreement and in each of the other Loan Documents are true and correct as of the date hereof.
- Section 5. Further Acts. On a continuing basis, the Obligated Party shall make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Obligated Party's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Obligated Party. In addition, the Obligated Party authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the

Secured Party. If the Obligated Party shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Obligated Party shall immediately notify the Secured Party in a writing signed by the Obligated Party of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

- Authorization to Supplement. If the Obligated Party shall obtain rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, the provisions of this Agreement shall automatically apply thereto. The Obligated Party shall give prompt notice in writing to the Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting the Obligated Party's obligations under this Section 6, the Obligated Party authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule "A", Schedule "B" or Schedule "C", as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule "A", Schedule "B" or Schedule "C" shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule "A", Schedule "B" or Schedule "C".
- Section 7. <u>Binding Effect</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Obligated Party, the Secured Party and their respective successors and assigns. The Obligated Party may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.
- Section 8. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Texas.
- Section 9. Entire Agreement: Amendment. This Agreement and the Credit Agreement, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Credit Agreement.
- Section 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

- Section 11. <u>Termination</u>. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate, and the Secured Party (at the Obligated Party's expense) shall promptly execute and deliver to the Obligated Party such documents and instruments reasonably requested by the Obligated Party as shall be necessary to evidence termination of all such security interests given by the Obligated Party to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.
- Section 12. <u>No Inconsistent Requirements</u>. The Obligated Party acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Obligated Party agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- Section 13. <u>Severability</u>. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.
- Section 14. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first written above.

DEBTOR:

PERSONNEL DECISIONS INTERNATIONAL CORPORATION, a Delaware corporation

By:

Mark Young, Executive Vice President, Chief

Financial Officer and Senior Counsel

Address for Notices:

2000 Plaza VII Tower

45 South Seventh Street

Minneapolis, Minnesota 55402

Attn.: Mark Young

Email: mark.young@personneldecisions.com

SUBSIDIARIES:

PERSONNEL DECISIONS INTERNATIONAL EUROPE
CORPORATION
PERSONNEL DECISIONS INTERNATIONAL JAPAN
CORPORATION
PERSONNEL DECISIONS INTERNATIONAL
SINGAPORE CORPORATION
PERSONNEL DECISIONS INTERNATIONAL GREATER
CHINA CORPORATION
PERSONNEL DECISIONS INTERNATIONAL
AUSTRALIA CORPORATION
PERSONNEL DECISIONS INTERNATIONAL BRAZIL
CORPORATION
PERSONNEL DECISIONS INTERNATIONAL INDIA
CORPORATION

[Each a Minnesota corporation]

Bv:

Lowell W. Hellervik, Chief Executive Officer

NINTH HOUSE, INC., a Delaware corporation

By:

R. J. Heckman, Chief Executive Officer

Intellectual Property Security Agreement - Signature Page

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SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By:

Terrence E. Hill, Senior Vice President

Address for Notices: 707 Travis, 7th Floor North Houston, Texas 77002

Fax No.: (713) 216-1290

SCHEDULE A

List of Patents and Patent Applications

On 6/5/07 PDI filed non-provisional patent application number 11/758,244, titled "System for Dynamically Improving the Reliability of Evaluators and Raters," preliminary class 434.

Intellectual Property Security Agreement - Schedule A

SCHEDULE B

<u>List of Copyrights, Copyright Registrations, and</u> <u>Applications for Copyright Registrations</u>

Copyrights registered with U.S. Copyright Office - all owned by Personnel Decisions International Corporation

Organizational Success Profile; Effective Date of Registration - 10/12/86, TXU 257-776

PDI Retail Employment Inventory and PDI Employment Inventory; Effective Date of Registration - 6/16/86

Improving Managerial Effectiveness: A Handbook of Development Suggestions; Effective Date of Registration - 2/27/85

Management Skills Profile; Effective Date of Registration - 9/24/82, TX 1-016-432

Police Career Index; Effective Date of Registration - 3/2/76

The Executive Success Profile Feedback Report Effective Date of Registration: 5/21/98

Executive Success Model Competency Definitions - Effective Date of Registration: 5/21/98

The Executive Success Profile Respondent Questionnaire - Effective Date of Registration: 5/21/98

The PROFILOR® Development Plan - Effective Date of Registration: 5/21/98

The PROFILOR® Development Guide - Effective Date of Registration: 5/21/98

The PROFILOR® Feedback Report - Effective Date of Registration: 5/21/98

The PROFILOR® Respondent Questionnaire - Effective Date of Registration: 5/21/98

The PROFILOR® Dimension Definitions - Effective Date of Registration: 5/21/98

The PROFILOR® Wheel of Standard 24 Competencies - Effective Date of Registration: 5/21/98

Development FIRST - Effective Date of Registration: 1/29/98

Leader As Coach - Effective Date of Registration: 1/29/98

Presentations: How to Calm Down, Think Clearly, and Captivate Your Audience – Effective Date of Registration: 08/15/03

Emergency Department Physician Survey - Effective Date of Registration: 7/18/97

County Seat Compatibility Survey – Effective Date of Registration: 7/18/97

Circle K Store Manager Survey – Expanded Version – Effective Date of Registration: 7/18/97, TX 4-026-882

CSP-1 Survey – Effective Date of Registration: 7/18/97, TX 4-003-761

Circle K Store Manager Survey - Effective Date of Registration: 7/18/97, TX 4-003-760

American Airlines Flight Attendant Survey - Effective Date of Registration: 7/18/97, TX 4-042-514

American Airlines Reservation Agent Survey - Effective Date of Registration: 7/18/97, TX 4-042-517

CSP-1 Circle K Survey – Effective Date of Registration: 7/18/97, TX 4-042-515

Images Pre-Employment Survey - Effective Date of Registration: 7/18/97, TX 4-042-516

R.E.S. Survey – Effective Date of Registration: 7/18/97, TX 4-026-884

S.O.S. Survey – Effective Date of Registration: 8/19/97, TX 4-046-537

Skills Lexicon, Effective Date of Registration: 10/25/85, TXU 214-975

Die Fuhrungskraft Als Coach – Arbettsbuch Leistungssteigerung Und Entwincklungsbeshkunigung Mit

Mitarbeitern, Effective Date of Registration 10/20/06

Development First Arbeutsbuch - Lhr Personlicher Lernplan, Effective Date of Registration 10/17/06

Development First Workbook - Creating Your Own Learning Plan, Effective Date of Registration 10/26/06

O Lider Coach - Estrategias De Coaching E Desenvolvimento De Pessoas, Effective Date of Registration 10/27/06

Observer's Manual for Conducting and Reporting Results of IDMP Center Participation, Effective Date of

Registration 11/22/71, A 293099

SCHEDULE C

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations, and Applications for Trademark and Service Mark Registrations

	Registered Trademarks - all owned	by Personnel	Decisions Inte	rnational Co	rporation	
Jurisdiction	Name	Application	Registration	Filing date	Reg. Date	Status
Argentina	Development for results (41)	2526207	2.152.996	7/6/2004	4/18/2007	Issued
Argentina	LEADERSHIP ESSENTIALS (16)	2526209.	2.069.710	7/6/2004	3/1/2006	Issued
Argentina	LEADERSHIP ESSENTIALS (41)	2526208	2.071.054	7/6/2004	3/8/2006	Issued
Argentina	PDI (9)	2.593.665	2117071	5/30/2005	9/27/2006	Issued
Argentina	PDI (35)	2.593.667	2117073	5/30/2005	9/27/2006	Issued
Argentina	PDI (41)	2.593.668	2117074	5/30/2005	9/27/2006	Issued
Argentina	PDI (42)	2.593.669		5/30/2005		Pending
Argentina	PDI (16)	2.593.666	2117072	5/30/2005	9/27/2006	Pending
Argentina	PDI Logo (16)	2593671	2.117.076	5/30/2005	9/27/2006	Issued
Argentina	PDI Logo (9)	2593670	2117075	5/30/2005	9/27/2006	Issued
Argentina	PDI Logo (42)	2.593.674		5/30/2005		Pending
Argentina	PD! Logo (41)	2593673	2.11.078	5/30/2005	9/27/2006	Issued
Argentina	PDI Logo (35)	2593672	2117077	5/30/2005	9/27/2006	Issued
Argentina	PDI PERSONNEL DECISIONS (16)	2526200	2.068.662	7/6/2004	2/24/2006	Issued
Argentina	PDI PERSONNEL DECISIONS (35)	2526199	2.068.661	7/6/2004	2/24/2006	Issued
Argentina	PDI PERSONNEL DECISIONS INTERNATIONAL Logo (35) PDI PERSONNEL DECISIONS	2526197	2.068.659	7/6/2004	2/24/2006	Issued
Argentina	INTERNATIONAL Logo (16)	2526198	2.068.660	7/6/2004	2/24/2006	Issued
Argentina	PDI PERSONNEL DECISIONS INTERNATIONAL REAL LEADERSHIP ADVANTAGE Logo (9)	2681420	2.179.823	6/28/2006	9/6/2007	Issued
Argentina	PDI PERSONNEL DECISIONS INTERNATIONAL REAL LEADERSHIP ADVANTAGE Logo (16)	2681421	2.179.824	6/28/2006	9/6/2007	Issued
Argentina	PDI PERSONNEL DECISIONS INTERNATIONAL REAL LEADERSHIP ADVANTAGE Logo (35)	2681421	2.179.825	6/28/2006	9/6/2007	Issued
Argentina	PDI PERSONNEL DECISIONS INTERNATIONAL REAL LEADERSHIP ADVANTAGE Logo (41)	2684423	2.179.826	6/28/2006	9/6/2007	Issued
Argentina	PDI PERSONNEL DECISIONS INTERNATIONAL REAL LEADERSHIP ADVANTAGE Logo (42)	2681424	2.179.837	6/28/2006	9/6/2007	Issued
Argentina	PERFORMANCE QUOTIENT (35)	2526201	2.068.663	7/6/2004	2/24/2006	Issued

Intellectual Property Security Agreement - Schedule C

Argentina	PERFORMANCE QUOTIENT (9)	2526202	2.068.664	7/6/2004	2/24/2006	Issued
Argentina	PROFILOR (16)	2117047	1716366	1/22/1999	212412000	Issued
Argentina	PROPILOR (10)	2117047	1710300	1/22/1999		issued
Argentina	TALENTVIEW (35)	2526205	2.068.667	7/6/2004	3/8/2006	Issued
Aigentina	TALLINI VIL V (33)	2020203	2.000.007	170/2004	3/6/2006	155ueu
Argentina	TALENTVIEW (9)	2526206	2.071.053	7/6/2004	3/8/2006	Issued
Argentina	TIME2CHANGE (16)	2526204	2.068.666	7/6/2004	2/24/2006	Issued
Argentina	TIME2CHANGE (35)	2526203	2068665	7/6/2004	2/24/2006	Issued
, a goriana	1111/22011/11/02 (00)	2020200	2000000	170/2004	10/31/200	100000
Australia	FS100 (41)	1062073	1062073	6/27/2005	5	Issued
Australia	PDI (9,16,35,41,42)	1061478	1061478	6/22/2005	2/26/2007	Issued
Australia	PDI Logo (9,16,35,41,42)	1061477	1061477	6/22/2005	2/26/2007	Issued
	PDI PERSONNEL DECISIONS INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Australia	(9,16,35,41,42)	1121304	1121304	6/28/2006	6/28/2006	Issued
Australia	TALENTVIEW (9,16)	1139703	1139703	10/6/2006	10/6/2006	Issued
A 4 1! -	TALENTVIEW OF POTENTIAL	4400407		40/5/0000		5 "
Australia	(16,35)	1139467		10/5/2006	0/04/0000	Pending
Australia	TIME2CHANGE (16,35)	931257	707000	10/18/2002	2/24/2003	Issued
Benelux	CRP (16,35)	997781	707263	10/1/2001	10/1/2001	Issued
Brazil	FS100 (41)	827540434		6/24/2005		Pending
Brazil	PDI (35)	827528922		6/22/2005		Pending
Brazil	PDI (41)	827528990		6/22/2005		Pending
Brazil	PDI (42)	827528710		6/22/2005		Pending
Brazil	PDI (9)	827528736		6/22/2005		Pending
Brazil	PDI (16)	827529031		6/22/2005		Pending
Brazil	PDI Logo (41)	827528981		6/22/2005		Pending
Brazil	PDI Logo (9)	827529040		6/22/2005		Pending
Brazil	PDI Logo (16)	827529023		6/22/2005		Pending
Brazil	PDI Logo (35)	827528914		6/22/2005		Pending
Brazil	PDI Logo (42)	827528701		6/22/2005		Pending
Brazil	PERFORMANCE QUOTIENT (9)	825094291		11/8/2002		Pending
Brazil	PERFORMANCE QUOTIENT (35)	825094283	2224222	11/8/2002	2/2/222	Pending
Brazil	PROFILOR (16)	820423955	820423955	12/5/1997	8/2/2005	Issued
Brazil	TALENTVIEW (9)	828793263		10/10/2006		Pending
Brazil	TALENTVIEW (16)	828793255		10/10/2006		Pending
Brazil	TIME2CHANGE (35)	825029309		10/28/2002		Pending
Brazil	TIME2CHANGE (16)	825029317		10/28/2002		Pending
Canada	Development for results (41)	TMO 873733	620914	9/11/1998	9/29/2004	Issued
Canada	Ecareer Coach (9,35)	1089956	606002	1/22/2001	3/23/2004	Issued
Canada	Expert Partners. Real Leadership Advantage (9,16,35,41,42)	1304529		6/7/2006		Pending
Canada	FIRST	584550		7/4/2003		Issued
Canada	FS100 (41)	1260386		6/8/2005		Pending
					11/20/200	
Canada	HC BRIDGE (16,41)	1079916	595202	10/20/2000	3	Issued
Canada	PDI DEVELOPMENT PIPELINE (16,35)	1089948	604824	1/22/2001	3/11/2004	Issued
Januau	PDI (9,16,35,41,42)	1259035	007027	112212001	0/11/2004	133000

Canada	PDI Logo (9,16,35,41,42)	1259036		5/26/2005		Pending
	PDI PERSONNEL DECISIONS					
Canada	(stylized) (9,16,35,41)	1192826	TMA67,661	10/3/2003	8/22/2006	Issued
	PDI PERSONNEL DECISIONS					
Canada	(9,16,35,41)	1192825	TMA67,660	10/3/2003	8/22/2006	Issued
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo				1	
Canada	(9,16,35,41,42)	1306848		6/27/2006		Pending
Canada	PDI TALENT PIPELINE (16,35)	1089954	665015	1/22/2001	5/26/2006	Issued
Canada	PERFORMANCE QUOTIENT (9,35)	1156472	620123	10/18/2002	9/20/2004	Issued
Canada	PERSONNEL DECISIONS (35)	1223097	647177	7/9/2004	9/1/2005	Issued
0 1	PIPELINE FOR DEVELOPMENT	1001070	004.000	40/5/4000		
Canada	(16,35)	1031376	624,623	10/5/1999	11/4/2004	Issued
Canada	PROFILOR (16)	TMO863192	622 020	12/2/1007	10/20/200	laawad
			622,929	12/3/1997	4/4/0000	Issued
Canada	RETURN ON PEOPLE (35)	TMO839135	555962	3/11/1997	1/4/2002	Issued
Canada	TALENTVIEW (9,16)	1089950	617558	1/22/2001	8/25/2004	Issued
Canada	TALENTVIEW OF PERFORMANCE (16,35)	1220378	702765	6/15/2004	12/11/200	logued
Canada	TALENTVIEW OF POTENTIAL	1220370	102765	0/15/2004	7	Issued
Canada	(16,35)	1318777		10/3/2006		Pending
Gariada	TALENTVIEW OF READINESS	1310777		10/3/2000		Fending
Canada	(16,35)	1339577		3/16/2007		Pending
Canada	TALENTWISE (41)	1244761	TMA679159	1/25/2005	1/9/2007	Issued
Canada	TEAMTALK	1089951	111111111111111111111111111111111111111	1/22/2001	170/2007	Pending
Odridada	TEAMITAEK	1000001		172272001	11/16/200	1 Griding
Canada	TIME2CHANGE	625,491		10/9/2002	4	Issued
China	IMAGER (16)	5493142		7/20/2006		Pending
China	LEADERSHIP ESSENTIALS (16)	5280240		4/11/2006		Pending
China	PDI Logo (35)	5371420		5/24/2006		Pending
China	PDI Logo (41)	5371394		5/24/2006		Pending
Ommu	PDI PERSONNEL DECISIONS	0071001	<u> </u>	072-172000		ronang
China	INTERNATIONAL Logo (35)	5371419		5/24/2006		Pending
	PDI PERSONNEL DECISIONS					
China	INTERNATIONAL Logo (41)	5391393		5/24/2006	,	Pending
China	Pei De (PDI Translation) (35)	5399654		6/6/2006		Pending
China	PROFILOR (16)	5280243		4/11/2006		Pending
China	TALENTVIEW (16)	5280242		4/11/2006	-	Pending
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL			•		
	LEADERSHIP ADVANTAGE Logo					
Colombia	(16)	0.06062711	339143	6/28/2006	8/13/2007	Issued
Colombia	PDI PERSONNEL DECISIONS	·				
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo	0.0000745	000444	0/00/0000	0/0/0007	l
Onlar-hi-	(35)	0.06062715	339144	6/28/2006	8/6/2007	Issued
Colombia	PROFILOR (16)	97/069244	214332	11/25/1998	444-740-	Issued
Furers	Development for results + device	700000	700000	4/0/4000	11/17/199	
Europe	(16,35,41)	789008	789008	4/6/1998	9	Issued
Europe	EINSIGHT (9,35,42)	2065365	2065365	2/1/2001	4/3/2002	Issued

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Europo	Expert Partners. Real Leadership	E0020E2	E0020E2	E/18/2006	E/24/2007	laavaad
Europe	Advantage (9,16,35,41,42)	5083852	5083852	5/18/2006	5/31/2007	Issued
Europe	FS100 (41)	4471091	4471091	6/3/2005	1/9/2007	Issued
Europe	HC BRIDGE (9,16,35,41)	1933498	1933498	11/1/2000	3/22/2002	Issued
Europe	PDI DEVELOPMENT PIPELINE (16,35,41)	2058402	2058402	1/26/2001	6/6/2002	Issued
	<u> </u>	4450862	2030402	5/24/2005	0/0/2002	
Europe	PDI (9,16,35,41,42)		4451084		4/4/0007	Pending
Europe	PDI Logo (9,16,35,41,42)	4451084	4451064	6/22/2005	1/1/2007	Issued
	PDI PERSONNEL DECISIONS	2204244	2204244	40/0/0000	E/40/000E	
Europe	(and design) (9,16,35,41) PDI PERSONNEL DECISIONS	3384344	3384344	10/2/2003	5/10/2005	Issued
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Europe	(9,16,35,41,42)	5163548	5163548	6/27/2006	7/5/2007	Issued
· · · · · · · · · · · · · · · · · · ·	PDI STAFFING PIPELINE					
Europe	(16,35,41)	2059269	2059269	1/26/2001	6/6/2002	Issued
Europe	PDI TALENT PIPELINE (16,35,41)	2057834	2057834	1/26/2001	4/26/2002	Issued
					12/18/200	
Europe	PERFORMANCE QUOTIENT (9,35)	2898682	2898682	10/18/2002	3	Issued
	PIPELINE FOR DEVELOPMENT					
Europe	(16,41,42)	0.001332329	1332329	10/4/1999	4/17/2001	Issued
F	PIPELINE FOR STAFFING	400000	4220020	40/40/0000		
Europe	(16,41,42)	1332030	1332030	12/18/2000	0/00/4000	Issued
Europe	PROFILOR (16)	495713	405747	3/21/1997	3/30/1999	Issued
Europe	RETURN ON PEOPLE (16,41,42)	495747	495747	3/21/1997	12/9/1998	Issued
Europe	TALENTSCOPE (16,35,41)	2093342	2093342	2/19/2001	3/25/2002	Issued
Europe	TALENTVIEW (9,16,35)	2093383	2093383	2/19/2001	8/14/2002	Issued
Europo	TALENTVIEW OF POTENTIAL (16,35)	5346507	5346507	9/29/2006	10/11/200 7	looued
Europe	TALENTVIEW OF READINESS	3340307	3340307	9/29/2006	/	Issued
Europe	(16,35)	5766332	5766332	3/16/2007	3/28/2008	Issued
Europe	TALENTWISE (41)	4107661	4107661	11/4/2004	6/14/2007	Issued
Europe	TEAMTALK	2092195	2092195	2/19/2001	8/14/2002	Issued
Luiope	ILAWIALK	2032133	2032133	2/13/2001	12/19/200	155000
Europe	TIME2CHANGE (9,16,35)	2887248	2887248	10/14/2002	3	Issued
	WHEN YOU CAN'T AFFORD TO					.0000
Europe	GUESS (16,35,41)	1655083		5/15/2000	8/3/2001	Issued
Europe	PDI	4450862	4450862		9/3/2007	Issued
France	CRP (16,35)	13124339	13124339	10/4/2001	10/4/2001	Issued
France	PROFILOR (16)	94500378	94/500378	1/6/1994		Issued
		301 58				
Germany	CRP (16,35)	276.9/16		10/4/2001		Issued
		P 45 810/16			10/13/199	
Germany	PROFILOR (16)	Wz	2080758	12/30/1993	4	Issued
Great						
Britain	CRP (16,35)	2282122	2282122	10/2/2001	10/2/2001	Issued
Great	DECEN OF (46)	4557400	4557400	10/04/1000		
Britain	PROFILOR (16)	1557463	1557463	12/24/1993		Issued
India	Personnel Decisions International Corporation	Form TM - 48			6/10/2009	
iilula	PDI DEVELOPMENT PIPELINE	140			6/10/2008	
Japan	(16,35)	2001-7604	4651850	2/1/2001	3/7/2003	Issued
	1 \ - 1 = 7		1 .00.000		1 32000	100000

Japan	PDI (16,35)	2005-56582	4951337	6/22/2005	5/12/2006	Issued
Japan	PDI Logo (16,35)	606.0365- JP-01	4951338	6/22/2005	5/12/2006	laguad
υαραιι	PDI PERSONNEL DECISIONS	JF-01	4931330	0/22/2003	3/12/2000	Issued
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Japan	(9,16,35,41,42)	5018333		1/12/2007		Issued
Japan	PDI STAFFING PIPELINE (16,35)	2001-7605	4651851	2/1/2001	3/7/2003	Issued
Japan	PDI TALENT PIPELINE (16,35)	2001-7606		2/1/2001		Issued
Japan	PERFORMANCE QUOTIENT (9,35)	2002-88973	4709610	10/21/2002	9/12/2003	Issued
Japan	PROFILOR (in Katakana) (16)	4020924				Issued
Japan	PROFILOR (16)	4020923				Issued
Japan	TALENTSCOPÉ (35)	2001-7600	4571609	2/1/2001	5/24/2002	Issued
Japan	TALENTVIEW (9,16,42)	2001-7602	4614301	2/1/2001	0.2 1.2002	Issued
	TALENTVIEW OF POTENTIAL	20011002	1011001	27 172001		100000
Japan	(9,16,35)	2006-93406	5026375	10/6/2006	2/16/2007	Issued
•	TALENTVIEW OF READINESS					
Japan	(16,35)	2007-23740	5105900	3/19/2007	1/18/2008	Issued
Japan	TEAMTALK	2001-7599	4568602	2/1/2001	5/17/2002	Issued
Japan	TIME2CHANGE (16,35)	2002-86208	4709602	10/10/2002	9/12/2003	Issued
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Mexico	(16)	791236	971668	6/28/2006	6/28/2006	Issued
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL					
Mexico	LEADERSHIP ADVANTAGE Logo (9)	791235		6/28/2006		Pending
MEXICO	PDI PERSONNEL DECISIONS	791233		0/20/2000		renaing
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Mexico	(35)	791237		6/28/2006		Pending
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo	-04000	400000	0.000.000	0/00/00/0	
Mexico	(41)	791238	1003399	6/28/2006	6/28/2016	Issued
	PDI PERSONNEL DECISIONS INTERNATIONAL REAL		,			
	LEADERSHIP ADVANTAGE Logo					
Mexico	(42)	791239	983475	6/28/2006	6/28/2006	Issued
		701200	000110	0/20/2000	12/10/199	100000
Mexico	PROFILOR (16)	317076	657404	12/10/1997	7	Issued
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Singapore	(41)	12529B	T06/12529B	6/2/2006	6/28/2006	Issued
	PDI PERSONNEL DECISIONS					
	INTERNATIONAL REAL					
Singapore	LEADERSHIP ADVANTAGE Logo (16)	12526H	T06/12526H	6/28/2006	6/28/2006	looued
Singapore	PDI PERSONNEL DECISIONS	1202011	100/1232011	0/20/2000	012012000	Issued
	INTERNATIONAL REAL					
	LEADERSHIP ADVANTAGE Logo					
Singapore	(42)	12530F	T06/12530F	6/28/2006	6/28/2006	Issued

Singapore (38 Singapore (38 IN LE Singapore (9) Singapore TA Singapore TA Singapore TA Singapore TA Singapore TA U.S. De U.S. Ex U.S. FII U.S. FS	NTERNATIONAL REAL EADERSHIP ADVANTAGE Logo 35) PDI PERSONNEL DECISIONS NTERNATIONAL REAL EADERSHIP ADVANTAGE Logo 9) FALENTVIEW (9) FALENTVIEW (16) FALENTVIEW OF POTENTIAL (9) FALENTVIEW OF POTENTIAL (16) FALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership	12528D 12527F T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 75/370897 78/781447	T06/12528D T06/12527F T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 2532379	6/2/2006 6/28/2006 10/16/2006 10/6/2006 10/6/2006 10/6/2006 9-Oct-97	6/28/2006 6/28/2006 10/16/200 6 10/6/2006 10/6/2006 10/6/2006	Issued Issued Issued Issued Issued Issued
Singapore (38 PE IN' LE Singapore (9) Singapore TA Singapore TA Singapore TA Singapore TA Singapore TA U.S. De U.S. Ex U.S. FII U.S. FS	DI PERSONNEL DECISIONS NTERNATIONAL REAL EADERSHIP ADVANTAGE Logo ALENTVIEW (9) ALENTVIEW (16) ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Evelopment for Results Expert Partners. Real Leadership Advantage.	12527F T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 75/370897	T06/12527F T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 2532379	6/28/2006 10/16/2006 10/16/2006 10/6/2006 10/6/2006	6/28/2006 10/16/200 6 10/16/200 6 10/6/2006 10/6/2006 10/6/2006	Issued Issued Issued Issued Issued
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Singapore Singapore Singapore TA U.S. De U.S. FII U.S. FIII U.S. FS	TERNATIONAL REAL EADERSHIP ADVANTAGE Logo ALENTVIEW (9) ALENTVIEW (16) ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Evelopment for Results Expert Partners. Real Leadership Advantage.	T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 75/370897	T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 2532379	10/16/2006 10/16/2006 10/6/2006 10/6/2006 10/6/2006	10/16/200 6 10/16/200 6 10/6/2006 10/6/2006	Issued Issued Issued Issued
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Singapore (9) Singapore TA Singapore TA Singapore TA Singapore TA Singapore TA U.S. De U.S. De U.S. FII U.S. FS	ALENTVIEW (9) ALENTVIEW (16) ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Evelopment for Results Expert Partners. Real Leadership advantage.	T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 75/370897	T06/21821E T06/21820G T06/20934H T06/20937B T06/20939I 2532379	10/16/2006 10/16/2006 10/6/2006 10/6/2006 10/6/2006	10/16/200 6 10/16/200 6 10/6/2006 10/6/2006	Issued Issued Issued Issued
Singapore TASingapore TASINGAP	ALENTVIEW (16) ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership Advantage.	T06/21820G T06/20934H T06/20937B T06/20939I 75/370897	T06/21820G T06/20934H T06/20937B T06/20939I 2532379	10/16/2006 10/6/2006 10/6/2006 10/6/2006	6 10/16/200 6 10/6/2006 10/6/2006 10/6/2006	Issued Issued Issued
Singapore TASingapore TASINGAP	ALENTVIEW (16) ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership Advantage.	T06/21820G T06/20934H T06/20937B T06/20939I 75/370897	T06/21820G T06/20934H T06/20937B T06/20939I 2532379	10/16/2006 10/6/2006 10/6/2006 10/6/2006	10/16/200 6 10/6/2006 10/6/2006 10/6/2006	Issued Issued Issued
Singapore TASingapore TASINGAP	ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership Edvantage.	T06/20934H T06/20937B T06/20939I 75/370897	T06/20934H T06/20937B T06/20939I 2532379	10/6/2006 10/6/2006 10/6/2006	6 10/6/2006 10/6/2006 10/6/2006	Issued Issued
Singapore TASingapore TASINGAP	ALENTVIEW OF POTENTIAL (9) ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership Edvantage.	T06/20934H T06/20937B T06/20939I 75/370897	T06/20934H T06/20937B T06/20939I 2532379	10/6/2006 10/6/2006 10/6/2006	10/6/2006 10/6/2006 10/6/2006	Issued Issued
Singapore TASINGAPORE TASINGAP	ALENTVIEW OF POTENTIAL (16) ALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership Advantage. EIRST	T06/20937B T06/20939I 75/370897	T06/20937B T06/20939I 2532379	10/6/2006 10/6/2006	10/6/2006 10/6/2006	Issued
Singapore TA U.S. De U.S. Ex U.S. Ac U.S. FII U.S. FS	ALENTVIEW OF POTENTIAL (35) Development for Results Expert Partners. Real Leadership Edvantage. EIRST	T06/20939I 75/370897	T06/20939I 2532379	10/6/2006	10/6/2006	
U.S. De Ex U.S. Ac U.S. FII U.S. FS	Pevelopment for Results Expert Partners. Real Leadership Edvantage. EIRST	75/370897	2532379			100.104
U.S. FII U.S. FS	xpert Partners. Real Leadership dvantage.			9-001-97	1 00 1 00 1	Issued
U.S. FII U.S. FS	dvantage.	78/781447			22-Jan-02	Issued
U.S. FII	IRST	10/101441	3336712	28-Dec-05	13-Nov- 07	looued
U.S. FS			7330112	20-Dec-05	12-Sep-	Issued
U.S. FS		75/313327	2384458	23-Jun-97	00	Issued
		78/538491	3262215	27-Dec-04	10-Jul-07	Issued
U.S. HO	IC Bridge (Class 16 & 41)	76/046613	2681604	11-May-00	28-Jan-03	Issued
					21-Nov-	
U.S. Le	eadership Essentials	75/407885	2406666	18-Dec-97	00	Issued
U.S. PE	PDI	78/537319	3392834	22-Dec-04	4-Mar-08	Issued
					13-May-	
	DI Development Pipeline	76/117556	2716206	28-Aug-00	03	Issued
U.S. PE	PDI Logo	78/537368	3392835	22-Dec-04	4-Mar-08	Issued
U.S. PE	PDI Personnel Decisions	78/243722	2986187		16-Aug- 05	Issued
	PDI Personnel Decisions	10/243/22	2900107		16-Aug-	issueu
· •	nternational Logo	78/243750	2986188		05	Issued
PE	DI Personnel Decisions					
	nternational Real Leadership				25-Dec-	
U.S. Ac	dvantage logo	78781833	3360639		07	Issued
U.S. P	PDI Talent Pipeline	76111536	2952023		17-May- 05	Issued
	Performance Quotient	76/409023	2744683	16-May-02	29-Jul-03	Issued
0.3.	enormance Quotient	10/409023	2144003	10-May-02	30-Aug-	issueu
U.S. Pe	Personnel Decisions	74/330124	1852096		94	Issued
					19-Feb-	
	Personnel Decisions	76/192353	2539952		02	Issued
	Pipeline for Development	75/673802	2601582	5-Apr-99	30-Jul-02	Issued
	PROFILOR	75/306,674	2250279	10-Jun-97	1-Jun-99	Issued
	Return on People	75/235730	2449403	21-Mar-97	8-May-01	Issued
	Return on People - stylized	75272297	2501165	10-Apr-97	30-Oct-01	Issued
U.S. R	ROP	75394458	2582530		18-Jun-02	Issued
		- 4/0000		. .	25-May-	
U.S. Se	Selecting for Success	74/239250	1773495	17-Jan-92	93	Issued
U.S. Ta	alentView of Performance	78/402249	3280427	15-Apr-04	14-Aug- 07	leeuod
	alentView of Petrormance	78/855688	3446810	1 3-Api-04	10-Jun-08	Issued Issued
	alentView of Potential	77002685	3445717		10-Jun-08	Issued

					25-Mar-	
US	TalentView*	76/117979	2700958	28-Aug-00	03	Issued
					20-Dec-	
US	Talentwise		3032080		05	Issued
US	TeamTalk	78703716	3126750		8-Aug-06	Issued
					18-May-	
US	TeamWise		2246325	30-Nov-95	99	Issued
US	The PROFILOR - Stylized	74/197042	1791544	22-Aug-91	7-Sep-93	Issued
US	Time2Change	76/402007	2820309	1-May-02	2-Mar-04	Issued

Registered Trademarks – owned by Ninth House, Inc.					
Trademark Name	Owner	Registration No.	Status	Jurisdiction	Reg Date
ALL WORK ALL PLAY	Ninth House, Inc.	831260	Registered	Australia	5/8/2001
ALL WORK ALL PLAY	Ninth House, Inc.	1605252	Registered	European	10/1/2001
				Community	
ALL WORK ALL PLAY	Ninth House, Inc.	2559804	Registered	USA	4/9/2002
CAREER GAS GAUGE	Ninth House, Inc.	2707444	Registered	USA	4/15/2003
ESERIES	Ninth House, Inc.	831259	Registered	Australia	5/8/2001
ESERIES	Ninth House, Inc.	558119	Registered	Canada	2/19/2002
ESERIES	Ninth House, Inc.	1605054	Registered	European	8/21/2001
				Community	
ESERIES	Ninth House, Inc.	2559803	Registered	USA	4/9/2002
INSTANT ADVICE	Ninth House, Inc.	597841	Registered	Canada	12/17/2003
INSTANT ADVICE	Ninth House, Inc.	2341451	Registered	USA	4/11/2000
NETCD	Ninth House, Inc.	2670520	Registered	USA	12/31/2002
NINTH HOUSE	Ninth House, Inc.	756920	Registered	Australia	9/8/1998
NINTH HOUSE	Ninth House, Inc.	592656	Registered	Canada	10/20/2003
NINTH HOUSE	Ninth House, Inc.	2459964	Registered	European	6/16/2003
				Community	
NINTH HOUSE	Ninth House, Inc.	2797963	Registered	USA	12/23/2003
NINTH HOUSE	Ninth House, Inc.	2471828	Registered	USA	7/24/2001
NINTH HOUSE INSTANT	Ninth House, Inc.	4743191	Registered	European	11/27/2006
ADVICE				Community	
NINTH HOUSE	Ninth House, Inc.	2425524	Registered	USA	1/30/2001
LEARNING NETWORK					
NINTH HOUSE	Ninth House, Inc.	830721	Registered	Australia	7/5/2001
NETWORK					
NINTH HOUSE	Ninth House, Inc.	561750	Registered	Canada	5/10/2002
NETWORK					
NINTH HOUSE	Ninth House, Inc.	1621119	Registered	European	11/20/2001
NETWORK				Community	
NINTH HOUSE	Ninth House, Inc.	2784247	Registered	USA	11/18/2003
NETWORK					
WHERE LEARNING	Ninth House, Inc.	830722	Registered	Australia	4/5/2001
LIVES	31' /1 TT - 7	561007	 	_	F/1 //2005
WHERE LEARNING	Ninth House, Inc.	561927	Registered	Canada	5/14/2002
LIVES	NI:-41 II I	1500003	D 1		0/01/0001
WHERE LEARNING	Ninth House, Inc.	1596063	Registered	European	8/21/2001
LIVES				Community	

Unregistered Trademarks of Personnel Decisions International Corporation

TalentView® of Leadership Performance TalentView® of Leadership Transitions TalentView® of Leadership Readiness

Unregistered trademarks of Ninth House, Inc.						
Trademark Name	Registration No.	Status	Jurisdiction	Reg. Date		
Leadership Systems	n/a	Unregistered/Common Law	n/a	n/a		
Learning Campaign	n/a	Unregistered/Common Law	n/a	n/a		
Ninth House Leadership Systems	n/a	Unregistered/Common Law	n/a	n/a		
Ninth House Learning Campaign	n/a	Unregistered/Common Law	n/a	n/a		

	Dor	nain Names		
Name	Registrant	Registrar Location	Application or Registration #	Registration Date
bettertalentdecisions.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		15-Jun-07
bettertalentsolutions.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	·	15-Jun-07
mypdi.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		28-Jul-08
pdi-corp.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		14-Apr-96
personal-decision.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		10-Jun-02
personaldecision.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		10-Jun-02
personaldecisions.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		6-Apr-99
personnel-decision.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		10-Jun02
personnel-decisions.com	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		10-Jun02
Astaire.it	PDI Italy Srl	Via Fabio Filzi 27		10-Nov-03

		Milano 20124		
Coaching.com.au	PDI COYNE DIDSBURY PTY LTD		ACN 087657547	17-Aug-04
Coynesdidsbury.com.au	PDI COYNE DIDSBURY PTY LTD		ACN 087657547	17-Aug-04
pdi-corp.us	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		29-Oct-04
pdi.com.au	PDI COYNE DIDSBURY PTY LTD		ACN 087657547	16-Aug-04
pdicoynedidsbury.com.au	PDI COYNE DIDSBURY PTY LTD		ACN 087657547	16-Aug-04
personneldeicion.us	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		29-Oct-04
personneldecisions.be	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		12-May-03
personneldecisions.ca	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		28-Feb-07
personneldecisions.ch	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		18-Apr-03
Personneldecisions.cn	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		30-Aug-03
personneldecisions.co.in	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		7-Jun-08
personneldecisions.co.uk	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		21-Jun-01
personneldecisions.com.au	PERSONNEL DECISIONS INTERNATIONAL AUSTRALIA CORPORATION			9-Sep-03
personneldecisions.com.es	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA		8-Mar-04
personneldecisions.com.hk	PERSONNEL	Suite 3705, 37/F, Tower		25-Mar-03

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	DECISIONS INTERNATIONAL GREATER CHINA CORPORATION	II Lippo Center 89 Queensway Admiralty Hong Kong	
personneldecisions.com.mx	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	23-Jan-06
personneldecisions.com.sg	PERSONAL DECISIONS INTERNATIONAL SINGAPORE	77 Robinson Road #29- 01 068896 Singapore	8-May-03
personneldecisions.cz	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	18-Apr-03
personneldecisions.de	Personnel Decisions International	Neue Strasse 7 72070 Tubingen Germany	9-Oct-03
personneldecisions.fr	Personnel Decisions International	6, square de l'Opera- Louis-Jouvet 75009 Paris France	2-Jun-03
personneldecisons.hu	PDI Hungary Vezetési és HR Stratégiai Tanácsadó Ltd.	Victor Hugo u. 11-15. 1132 Budapest Hungary	15-Nov-05
personneldecisions.in	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	7-Jun-08
personneldecisions.it	Personnel Decisions International France Spa	6, square de l'Opera- Louis-Jouvet 75009 Paris France	25-May-04
personneldecisions.jp	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	17-Apr-03
personneldecisions.nl	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	14-May-03
personneldecisions.se	Personnel Decisions International	2000 Plaza VII Tower, 45 South 7th Street, Minneapolis, MN 55402, USA	6-May-03
personneldecisions.sk	Personnel Decisions International	Strukova 24, 821 05 Bratislava Slovakia	6-May-03
nextnationalceo.com	Weber Shandwick Minneapolis	8000 Norman Center Drive, Suite 400, Bloomington, MN 55437, USA	23-May-07

Intellectual Property Security Agreement Schedule C

RECORDED: 11/21/2008