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10-30-1998

3 SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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481-40 482-100

Tab settings



To the Honorable Commissioner of

attached original documents or copy thereof.

100804388

1. Name of conveying party(ies): Miller Heiman, Inc.

MRD 10-30-98

2. Name and address of receiving party(ies) First Security Bank, Name: National Association

Internal Address: 79 South Main Street

Street Address:

City: Salt Lake City State: Utah ZIP: 84111

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

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

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other national banking association

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Trademark Collateral Agreement

Execution Date: October 16, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,346,841 1,594,615 1,346,842 2,136,342 1,515,921

TM

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address:

Federal Research Corporation

Street Address: 400 Seventh Street N.W.

City: Washington DC State: ZIP: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

11/02/1998 66NITH 00000023 13468A1

DO NOT USE THIS SPACE

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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.

Demetria Vong-Spillan Name of Person Signing

Signature

10/28/98

Date

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK COLLATERAL AGREEMENT

This 16th day of October, 1998, Miller Heiman, Inc., a Nevada corporation ("*Assignor*"), with its principal place of business and mailing address at c/o Gryphon Partners, L.P., Two Embarcadero Center, Suite 1450, San Francisco, California 94111, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to First Security Bank, National Association, not individually but solely as trustee (herein, together with its successors in trust under the Collateral Trust Agreement dated as of October 15, 1998 being herein called "*Assignee*") under such Collateral Trust Agreement, with its mailing address at 79 South Main Street, Salt Lake City, Utah 84111, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Patents, Trademarks and Copyrights dated as of October 15, 1998 by and between Assignor and Assignee (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Miller Heiman, Inc.

Trademark Collateral Agreement

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.


MILLER HEIMAN, INC.

By 
Its Vice President, Secretary and Treasurer

Nicholas A. Orum

(Type or Print Name)

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not individually but solely as
trustee under the Collateral Trust Agreement

By 
Its **Brett R. King**
Assistant Vice President

(Type or Print Name)

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nicholas A. Orum, Vice President, the Treasurer and Secretary of Miller Heiman, Inc., a Nevada corporation, proven to be the same person based on satisfactory evidence whose name is subscribed to the foregoing instrument as such Secretary appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of October, 1998.

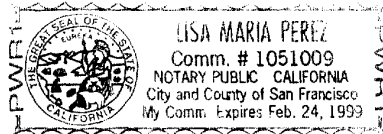
Lisa Maria Perez
Notary Public

(NOTARIAL SEAL)

Lisa Maria Perez
(Type or Print Name)

My Commission Expires:

Feb. 24, 1999



STATE OF CALIFORNIA)
) SS
COUNTY OF SAN FRANCISCO)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brett R. Kinn, a Asst. Vice President of First Security Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of October, 1998.

(NOTARIAL SEAL)

Peter L. Kasenenko
Notary Public

My Commission Expires:

Peter L. Kasenenko
(Type or Print Name)



**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
Strategic Selling	1,346,841	7/2/85
Conceptual Selling	1,346,842	7/2/85
Miller Heiman Inc. (Logo)	1,515,921	8/15/89
LAMP	1,594,615	5/1/90
Tactical Telesales	2,136,342	2/10/98

PENDING FEDERAL TRADEMARK APPLICATIONS

<u>PENDING U.S. TRADEMARK TRADEMARKS</u>	<u>APPLICATION SERIAL NO.</u>	<u>FILING DATE</u>
	NONE	