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To the Honorable Commissioner of Patents and Trademarks: Please record the attached 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?

3. Nature of conveyance:

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

Execution Date: January 14, 2000

2. Name and address of receiving

Name: Heller Financial, Inc., as Agent

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State DE

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

4. Application number(s) or trademark

A. Trademark Application No.(s) 75/634,860 75/641,978

B. Trademark Registration 2,064,168 2,173,682 2,103,203

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

City: Stat ZIP

6. Total number of applications and registrations 5

7. Total fee (37 CFR) \$ 140.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

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01 FC:481 40.00 DP, 02 FC:482 100.00 DP

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.

Rebecca L. Foley Name of Person

Signature

3/14/00 Date

7

Total number of pages including cover sheet, attachments, and

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 14th day of January, 2000, by and among the grantor listed on the signature page hereto and such persons who hereafter become parties to this Agreement (each a "Grantor" and collectively, "Grantors") and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

RECITALS:

WHEREAS, Each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed opposite such Grantor's name on Schedule 1 annexed hereto, and is a party to the Trademark Licenses 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 may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), 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 each Grantor; and

WHEREAS, each 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, the Grantors have each agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty of even date herewith (as the same may 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 January 14, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between each Grantor and Agent (in such capacity, "Grantee"), each 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, each Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of such 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:

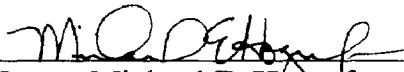
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill 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, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

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

By: 
Name: Michael E. Hogrefe
Title: Executive Vice President, Chief
Financial Officer and Secretary

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: _____
Name: _____
Title: _____

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

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

By: _____
Name: Michael E. Hoberge
Title: Executive Vice President, Chief
Financial Officer and Secretary

Acknowledged:

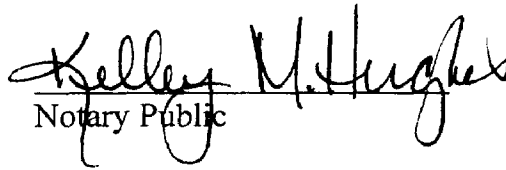
HELLER FINANCIAL, INC., as Agent

By: Samara Roehm
Name: Samara Roehm
Title: Asst. Vice President

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On the 14th day of January, 2000 before me personally appeared Michael E. Hogrefe, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Secretary of Frontline Group Organizational Learning Systems, Inc., who being by me duly sworn, did depose and say that (s)he is Chief Financial Officer, Executive Vice President and Secretary of the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

Notary Public, Davidson County, Tennessee
My Commission Expires January 26, 2002

Schedule 1
to Trademark Security Agreement

TRADEMARK REGISTRATIONS

FRONTLINE GROUP ORGANIZATIONAL LEARNING SYSTEMS, INC.

1. Registered Trademark, registration no. 2,064,168, registered May 20, 1997, for "ORGANIZATIONAL LEARNING SYSTEMS" as it relates to computer software for teaching management skills.
2. Registered Trademark, registration no. 2,173,682, registered July 14, 1998, for "TARGET BULLSEYE DESIGN" as it relates to computer software for use in teaching business management and organizational skills, and for use in business management and organization.
3. Registered Trademark, registration no. 2,103,203, registered October 7, 1997, for "MISCELLANEOUS TARGET/BULLSEYE DESIGN" as it relates to computer software for use in teaching business management and organizational skills, and for use in business management and organization.

TRADEMARK APPLICATIONS

FRONTLINE GROUP ORGANIZATIONAL LEARNING SYSTEMS, INC.

1. U.S. Trademark Application, serial no. 75/634,860, for "PROGENY" as it relates to computer software for use in teaching business management and organizational skills, and for use in business management and organization, originally filed by OGCI Organizational Learning Systems, L.L.C.
2. U.S. Trademark Application, serial no. 75/641,978, for "MULTI COLOR QUADRANT DESIGN" as it relates to computer software for teaching management skills, originally filed by OGCI Organizational Learning Systems, L.L.C.

TRADEMARK LICENSES

FRONTLINE GROUP ORGANIZATIONAL LEARNING SYSTEMS, INC.

1. License to use the trademark "Traccess" in connection with sales of Traccess software pursuant to the license and reseller agreement between Frontline Group Organizational Learning Systems, Inc. and TTG Systems, Inc.