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Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2:00 PM 20 APR 2000

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OPR/FINANCE

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/11/2000 JJALL4H2 00000006 75634860

01 FC:481
02 FC:482

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002070 FRAME: 0368

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75634860"/>	<input type="text" value="75641978"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2064168"/>	<input type="text" value="2103203"/>	<input type="text" value="2173682"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

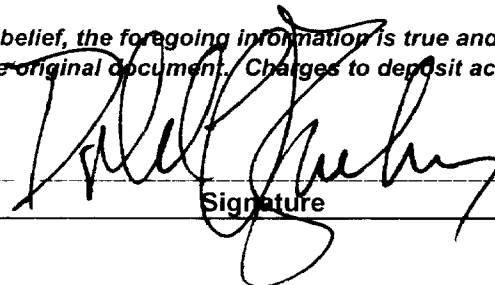
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Donald L. Zachary, Esq.
Name of Person Signing



Signature

4/20/00
Date Signed

TRADEMARK ASSIGNMENT

**FROM OGCI ORGANIZATIONAL LEARNING SYSTEMS, LLC
TO
FRONTLINE GROUP OPERATING COMPANY, INC.**

WHEREAS, OGCI Organizational Learning Systems, LLC, an Oklahoma limited liability company, having a place of business at 4111 S. Darlington Avenue, Tulsa, Oklahoma 74153-0448 (hereinafter Assignor), is the owner of the trademark registrations and applications listed on the attached Appendix A; and

WHEREAS, Assignor has entered into a certain asset purchase agreement, dated December 15, 1999, by and among Assignor, Frontline Group, Inc., a Delaware corporation ("Parent"), Frontline Group Operating Company, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Assignee"), OGCI Management, Inc., an Oklahoma corporation ("Management"), Triangle OGCI AS, a Norwegian corporation ("Triangle"), the members of Assignor, the stockholders of Management, and Rune B. Vik, a stockholder of Triangle (the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to acquire substantially all the assets of and assume certain liabilities of the Assignor; and

WHEREAS, Assignee has entered into a certain contribution agreement, dated January 14, 2000, by and among Assignee and Frontline Group Organizational Learning Systems, Inc., an Oklahoma corporation and a wholly-owned subsidiary of Assignee ("FGOLS") (the "Contribution Agreement"), pursuant to which Assignee has agreed to contribute certain assets acquired from Assignor, including the trademark registrations and applications listed on Exhibit A, to FGOLS in exchange for 100 shares of common stock, no par value, of FGOLS; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee, having a place of business at 5115 Maryland Way, Brentwood, Tennessee 37027, is desirous of acquiring any and all rights that Assignor may have in and to the trademark registrations and applications listed on the attached Appendix

A, together with the goodwill of the business in connection with which said trademark registrations and applications listed on the attached Appendix A are used and which is symbolized by same, along with the right to recover damages and profits for the past infringement thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title and interest in and to said trademark registrations and applications listed on the attached Appendix A, together with the goodwill and the business in connection with which same is used and which is symbolized thereby, and all other rights which Assignor has enjoyed thereunder throughout all countries of the world, including any and all rights of recovery based on past infringement of said trademark registrations and applications listed on the attached Appendix A, the same to be held and enjoyed by the Assignee, its successors and assigns to the full end of the terms for which the aforesaid trademark registrations and applications listed on the attached Appendix A are valid and any renewals of the terms thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer this 14 day of January, 2000.

OGCI ORGANIZATIONAL LEARNING
SYSTEMS, LLC

By: J. Ford Brett
Name: J. Ford Brett
Title: Manager

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

On the 4th day of January, 2000 before me personally appeared J. Ford Brett, 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 Manager of OGCI Organizational Learning Systems, LLC, who being by me duly sworn, did depose and say that he is Manager of said limited liability company, the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

A. Allison May
Notary Public

{Seal}

My commission expires:

06-21-01

APPENDIX A

OGCI ORGANIZATIONAL LEARNING SYSTEMS, LLC

ASSIGNS THE FOLLOWING TO

FRONTLINE GROUP OPERATING COMPANY, INC.

TRADEMARKS

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
Organizational Learning Systems	74/559,483	2,064,168	United States
Target Bullseye Design	75/168,399	2,173,682	United States
Miscellaneous Target/Bullseys Design	75/168,624	2,103,203	United States

TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>COUNTRY</u>
Multi Color Quadrant Design	75/641,978	United States
Progeny	75/634,860	United States