

Tab settings



To the Honorable Commissioner of Patent

ed original documents or copy thereof.

101386066

1. Name of conveying party(ies): 5.25.00
Frontline Communispond, Inc.,

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address : 500 West Monroe

City: Chicago State: IL Zip: 60661

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

Execution Date: April 20, 2000

4. Application number(s) or trademark

A. Trademark Application No.(s)
-See the attached-

B. Trademark Registration
-See the attached-

Additional numbers attached? No

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

Name: _____

RETURN TO:
Federal Research Corporation
400 Seventh St., N.W., Suite 107
Washington, DC 20004

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

06/20/2000 DNGUYEN 00000279 74173016

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 200.00 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 copy of the original document.

Judith Jimenez
Name of Person

Signature

4/27/00
Date

Total number of pages including cover sheet, attachments, and document: 40

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

APPENDIX A - United States

Registered Trademarks

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>COUNTRY</u>
Communicating for Improved Performance	74173016	UNITED STATES
Communispond	73466797	UNITED STATES
Communispond	73410161	UNITED STATES
Executive Presentation Skills	74173665	UNITED STATES
Selling on Paper	74471866	UNITED STATES
The Socratic Sales Curriculum	74471483	UNITED STATES
Socratic Selling Skills	73797919	UNITED STATES
Speak As Well As You Think	74088641	UNITED STATES
Speaking on Paper	73347110	UNITED STATES

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 20th day of April, 2000, by and between the grantor listed on the signature page hereto ("Grantor") and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

RECITALS:

WHEREAS, Grantor owns the Trademarks, Trademark registrations and Trademark applications listed 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 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 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 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 October 28, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among certain grantors (including Grantor) and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of 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 Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by 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 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

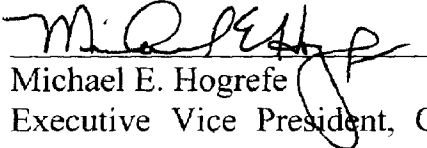
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred 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. 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 as of the date first written above.

FRONTLINE COMMUNISPOND, INC.,
a Delaware corporation

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

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: _____
Title: _____

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

FRONTLINE COMMUNISPOND, INC.,
a Delaware corporation

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

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: Tamara Roehm
Tamara Roehm
Title: Vice President

ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Davidson) ss.

On the 20th day of April, 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 the Executive Vice President, Chief Financial Officer and Secretary of Frontline Communispond, Inc., who being by me duly sworn, did depose and say that he is the Executive Vice President, Chief Financial Officer and Secretary of said corporation, 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.

Ramona O. Gesselt
Notary Public

{Seal}

My commission expires:

Sept. 23, 2000

Schedule 1
To Trademark
Security Agreement

TRADEMARK REGISTRATIONS

See attached 4 page list entitled "Trademark Report by Country".

TRADEMARK APPLICATIONS

See attached 4 page list entitled "Trademark Report by Country".

TRADEMARK LICENSES

None.

Schedule 1
To Trademark
Security Agreement

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

See each attached Appendix A listing registered trademarks, trademark applications, and abandoned or canceled trademarks or trademark applications for each of the following countries:

Australia (1 registered trademark, 1 lapsed trademark);
Benelux (5 registered trademarks, 2 abandoned trademarks);
Brazil (2 trademark applications);
Canada (1 registered trademark, 1 abandoned trademark);
China (2 trademark applications)
Denmark (1 registered trademark, 1 trademark application, 1 abandoned trademark);
Finland (1 registered trademark);
France (1 registered trademark, 1 abandoned trademark);
Germany (1 registered trademark, 1 abandoned trademark);
Hong Kong (2 registered trademarks);
Japan (3 registered trademarks, 4 abandoned trademarks, 2 abandoned trademark applications);
Malaysia (1 registered trademark);
Mexico (1 registered trademark, 1 abandoned trademark application);
Philippines (1 registered trademark);
Singapore (1 registered trademark);
Sweden (1 registered trademark, 1 abandoned trademark);
Taiwan (1 abandoned trademark);
Thailand (1 registered trademark);
United Kingdom (4 registered trademarks, 1 trademark application);
United States (9 registered trademarks, 5 canceled trademarks, 2 abandoned trademarks); and
Venezuela (1 registered trademark, 1 trademark application).

TRADEMARK LICENSES

None.

APPENDIX A - Australia

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	441788	AUSTRALIA

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APPENDIX A - Australia

Abandoned or Canceled Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
TDI	440960	AUSTRALIA	LAPSED

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APPENDIX A - Benelux

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communicating for Improved Performance	519524	BENELUX
Communispond	616055	BENELUX
Communispond	418163	BENELUX
Executive Presentation Skills	519523	BENELUX
Socratic Selling Skills	478651	BENELUX

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APPENDIX A - Benelux

Abandoned Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
Socratic Selling Skills	461127	BENELUX	ABANDONED
TDI Logo	420249	BENELUX	ABANDONED

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APPENDIX A - Brazil

Trademark Applications

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>
Communispond	8,126,037788	BRAZIL
TDI	8,125,080-41	BRAZIL

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APPENDIX A - Canada

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	TMA338500	CANADA

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APPENDIX A - Canada

Abandoned Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
TDI Logo	TMA338496	CANADA	ABANDONED

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APPENDIX A - China

Trademark Applications

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>
Communispond	88/2069	CHINA
Communispond	9600104878	CHINA

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APPENDIX A - Denmark

Registered Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	3729/1987	DENMARK

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>
TDI Logo	658/1985	DENMARK

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APPENDIX A - Denmark

Abandoned Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
TDI Logo	1185/1987	DENMARK	ABANDONED

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APPENDIX A - Finland

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	102492	FINLAND

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APPENDIX A - France

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	1,348,125	FRANCE

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APPENDIX A - France

Abandoned Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
TDI Logo	1,342,101	FRANCE	ABANDONED

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APPENDIX A - Germany

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	1100275	GERMANY

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APPENDIX A - Germany

Abandoned Trademarks

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
Socratic Selling Skills	C43900/41WZ	GERMANY	ABANDONED

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APPENDIX A - Hong Kong

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	2342	HONG KONG
Speaking on Paper	4522/97	HONG KONG

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APPENDIX A - Japan

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	2,001,586	JAPAN
Communispond	4,256,752	JAPAN
Executive Communication	2,001,586	JAPAN

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APPENDIX A - Japan

Abandoned Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
One-to-One Communications	2,001,590	JAPAN
Senior Executive Communication	2,001,587	JAPAN
Speaking on Paper	2,001,589	JAPAN
TDI Logo	2,166,003	JAPAN

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>
Media Interviews	115086/85	JAPAN
Trainer Development Institute	131957	JAPAN

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APPENDIX A - Malaysia

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	86/01486	MALAYSIA

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APPENDIX A - Mexico

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
TDI Logo	333163	MEXICO

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APPENDIX A - Mexico

Abandoned Trademarks or Trademark Applications

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
TDI Logo	8654	MEXICO	ABANDONED

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APPENDIX A - Philippines

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	44,062	PHILIPPINES

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APPENDIX A - Singapore

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	1702/86	SINGAPORE

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APPENDIX A - Sweden

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	203,916	SWEDEN

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APPENDIX A - Sweden

Abandoned Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
TDI Logo	205,148	SWEDEN	ABANDONED

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APPENDIX A - Taiwan

Abandoned Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
Communispond	32414	TAIWAN	ABANDONED

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APPENDIX A - Thailand

Registered Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	KOR70729	THAILAND

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APPENDIX A - United Kingdom

Registered Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	1277696	UNITED KINGDOM
Communispond / Communicating for Improved Performance	1483026	UNITED KINGDOM
Executive Presentation Skills	1498066	UNITED KINGDOM
Socratic Selling Skills	1406961	UNITED KINGDOM

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>
TDI Logo	1,282,056	UNITED KINGDOM

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APPENDIX A - United States

Abandoned or Canceled Trademarks

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>
Retention Value Index / RVI	74134553	UNITED STATES	CANCELED
RVI	74128141	UNITED STATES	CANCELED
TDI Logo	73542114	UNITED STATES	CANCELED
Trainer Development Institute	73602652	UNITED STATES	CANCELED
Trainer Development Institute	73547936	UNITED STATES	CANCELED
On the Line	73490440	UNITED STATES	ABANDONED
Socratic Leadership	74088641	UNITED STATES	ABANDONED

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APPENDIX A - Venezuela

Registered Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
Communispond	25.802-D	VENEZUELA

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>COUNTRY</u>
Socratic Selling Skills	16295-89	VENEZUELA

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APPENDIX A - United States

Registered Trademarks

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>COUNTRY</u>
Communicating for Improved Performance	74173016	UNITED STATES
Communispond	73466797	UNITED STATES
Communispond	73410161	UNITED STATES
Executive Presentation Skills	74173665	UNITED STATES
Selling on Paper	74471866	UNITED STATES
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Speaking on Paper	73347110	UNITED STATES

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