

08-17-2000



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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

101435480

File #EL620574747US

NO. 110-2112-53  
OFFICE

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

**New** *MCS 7.25.00*

**Resubmission (Non-Recordation)**  
Document ID #

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

#### Conveyance Type

**Assignment**  **License**

**Security Agreement**  **Nunc Pro Tunc Assignment**

**Merger**

**Change of Name**

**Other**

**Effective Date**  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

**Execution Date**  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

**Citizenship/State of Incorporation/Organization**

#### Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

**Citizenship/State of Incorporation/Organization**

08/16/2000 MTHA11 00000112 75495733

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
**REEL: 002121 FRAME: 0470**

**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="75495733"/>	<input type="text" value="75495734"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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:

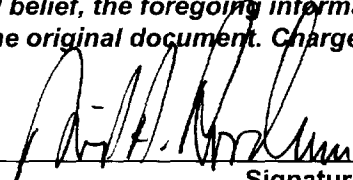
Yes

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.

David A. Roodman  
Name of Person Signing

  
Signature

7-25-00  
Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of April 27, 2000, by **TGI GROUP, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Lender").

## RECITALS

**WHEREAS**, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$8.25 million term loan credit arrangement and a \$250,000 line of credit arrangement; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of April 5, 2000 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of April 5, 2000 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and

Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

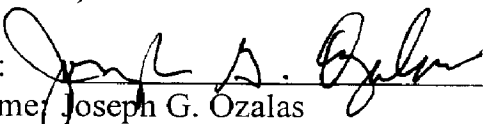
[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By:  \_\_\_\_\_

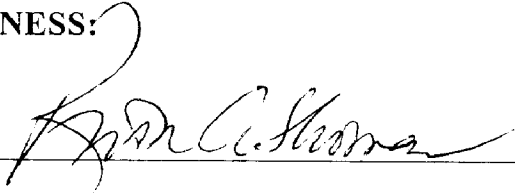
**TGI GROUP, LLC**  
(Grantor)

By:  \_\_\_\_\_  
Name: Joseph G. Ozalas  
Title: Chief Executive Officer

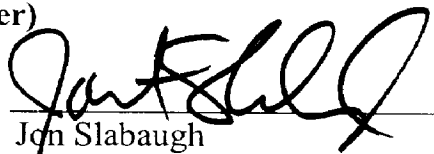
Address: 737 Pearl Street, Suite 201  
La Jolla, CA 92037

Telephone: (858) 551-0144  
Facsimile: (858) 551-0147

WITNESS:

By:  \_\_\_\_\_

**MCG FINANCE CORPORATION**  
(Lender)

By:  \_\_\_\_\_  
Name: Jon Slabaugh  
Title: Managing Director

Address: 1100 Wilson Blvd.  
Suite 800  
Arlington, VA 22209

Telephone: (703)247-7500  
Facsimile: (703)247-7505

ACKNOWLEDGMENT

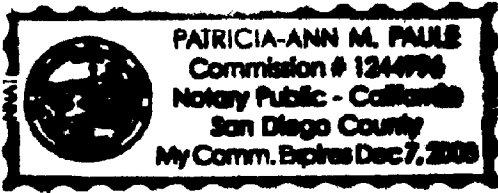
STATE OF CALIFORNIA :  
: SS  
COUNTY OF SAN DIEGO :

Before me, the undersigned, a Notary Public, on this 27<sup>th</sup> day of April, 2000, personally appeared Joseph G. Ozalas, to me known personally, who, being by me duly sworn, did say that he is the Chief Operating Officer of TGI GROUP, LLC, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said TGI GROUP, LLC by authority of its Managers Board, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: December 7, 2003



ACKNOWLEDGEMENT

STATE OF VIRGINIA :  
 : SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 27<sup>th</sup> day of April, 2000, personally appeared Jon Slabaugh, to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Jon Slabaugh acknowledged said instrument to be his free act and deed.

[Signature]  
Notary Public

My Commission Expires: My Commission Expires January 31, 2004

164360



**SCHEDULE A**

**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
NONE				

**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
NONE					

**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
NONE					

**SCHEDULE B**

**PATENT COLLATERAL**

**I. Patents**

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
NONE			

**II. Pending Patent Applications**

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
NONE					

**III. Patent Licenses**

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NONE					

## SCHEDULE C

### TRADEMARK AND SERVICE MARK COLLATERAL

#### **I. Registered Trademarks and Service Marks**

<u>Trademark or Service Mark Description</u>	<u>Country</u>	<u>Registration Number</u>
HOSPITAL MEDICAL STAFF & TRUSTEE CONFERENCE with a graduated gavel and the words THE GOVERNANCE INSTITUTE inside a diamond logo	U.S.A.; California	40873
THE GOVERNANCE ONE HUNDRED, Diamond design with gavel inside upper portion of diamond that graduates from a light blue to a solid white. Under the gavel is the number 100 in white.	U.S.A.; California	40872

#### **II. Pending Trademark and Service Mark Applications**

<u>Trademark or Service Mark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
THE GOVERNANCE INSTITUTE & GAVEL DESIGN	U.S.A.	75/495734	May 31, 1998	Pending
THE GOVERNANCE ONE HUNDRED & GAVEL DESIGN	U.S.A.	75/495733	May 31, 1998	Pending

#### **III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NONE						

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Recordation of )  
 Intellectual Property Security Agreement )  
 )  
 TGI Group, LLC, )  
 Conveying Party )  
 )  
 MCG Finance Corporation, Receiving Party )  
 )  
 Serial Nos.: 75/495,733 )  
 75/495,734 )

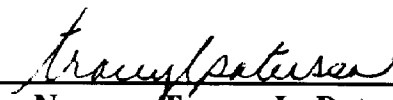
CERTIFICATE OF EXPRESS MAILING

"Express Mail" Mailing Label No.: EL620574747US  
 Date of Deposit: July 25, 2000

I hereby certify that the following:

- This Certificate of Express Mailing
- Transmittal letter (1 page, in duplicate)
- Recordation Form Cover Sheet for Trademarks (2 pages)
- Intellectual Property Security Agreement (9 pages)
- Check in the amount of \$65.00 for recordation fee
- Return postcard

are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on the Date of Deposit indicated above in an envelope addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, DC 20231.

  
 \_\_\_\_\_  
 Type Name: Tracey L. Paterson  
 Signature of Person Making Deposit

David A. Roodman, Esq.  
 BRYAN CAVE LLP  
 One Metropolitan Square  
 211 North Broadway, Suite 3600  
 St. Louis, Missouri 63102  
 (314) 259-2614

# BRYAN CAVE LLP

ONE METROPOLITAN SQUARE  
211 NORTH BROADWAY, SUITE 3600  
ST. LOUIS, MISSOURI 63102-2750  
(314) 259-2000  
FACSIMILE: (314) 259-2020

RIYADH, SAUDI ARABIA  
KUWAIT CITY, KUWAIT  
ABU DHABI, UNITED ARAB EMIRATES  
DUBAI, UNITED ARAB EMIRATES  
HONG KONG  
SHANGHAI, PEOPLE'S REPUBLIC OF CHINA  
IN ASSOCIATION WITH BRYAN CAVE,  
A MULTINATIONAL PARTNERSHIP  
LONDON, ENGLAND

WASHINGTON, D.C.  
NEW YORK, NEW YORK  
KANSAS CITY, MISSOURI  
JEFFERSON CITY, MISSOURI  
OVERLAND PARK, KANSAS  
PHOENIX, ARIZONA  
LOS ANGELES, CALIFORNIA  
IRVINE, CALIFORNIA

DAVID A. ROODMAN

direct dial number  
(314) 259-2614

July 25, 2000

INTERNET ADDRESS  
daroodman@bryancave.com

## **Express Mail No.: EL620574747US**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

RE: Recordation Form Cover Sheet - Trademarks Only  
Conveying Party: TGI Group, LLC  
Receiving Party: MCG Finance Corporation  
Serial Nos.: 75/495,733  
75/495,734  
Our Reference No.: C35678/115415

Sir:

We are enclosing:

- (1) Recordation Form Cover Sheet for Trademarks (consisting of 2 pages);
- (2) Intellectual Property Security Agreement (9 pages);
- (3) A check in the amount of \$65.00 for recordation of two trademark applications;
- (4) Certificate of Express Mailing;
- (5) This transmittal letter (one page, in duplicate); and
- (6) Return postcard.

If our check is missing or insufficient, please charge any fees or credit any overpayments to Deposit Account No. 02-4467.

Kindly date stamp and return the enclosed, self-addressed, stamped postcard.

Very truly yours,

  
David A. Roodman

DAR:tp

Enclosures

cc: Ms. Joanne Hoefert

RECORDED: 07/25/2000

TRADEMARK  
REEL: 002121 FRAME: 0482