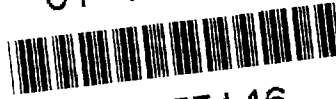


01-10-2001



RI 101575146
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
- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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 receiving 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

FOR OFFICE USE ONLY

01/10/2001 ANMED1 00000100 75611334

01 FC:481 40.00 OP
02 FC:482 500.00 OP

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: 002209 FRAME: 0612

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

(609) 924-6000

Name

PAUL H. SHUR, ESQ.

Address (line 1)

SMITH, STRATTON, WISE, HEHER & BRENNAN

Address (line 2)

Address (line 3)

600 College Road East

Address (line 4)

Princeton New Jersey 08540

Pages

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

#

19

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)

75611334 75611332 75653686

2341906

75653691 75611331 75485665

2120885

75710963 75676271 75676549

Number of Properties

Enter the total number of properties involved.

#

21

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

540.00

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.

Bruce D. Keener

KEPNER-TREGOE, INC
By: 

November 29, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving 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

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 the Assignment.)

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)

75617019	75611250	75610941
75676272	75676273	75611131
75617020	75637729	75611333
75676274		

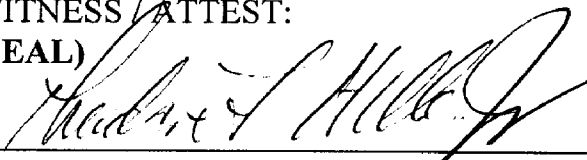
ALLONGE
to
RIDER TO SECURITY AGREEMENT - TRADEMARKS

This modification made this 19th day of June, 2000 to the Rider to Security Agreement - Trademarks executed as of December 30, 1996 between **KEPNER-TREGOE, INC.**, a Delaware Corporation and **PNC BANK, NATIONAL ASSOCIATION** ("Rider") and to which Rider these presents are so firmly affixed as to become a part thereof.

Notwithstanding anything to the contrary set forth in the Rider, Schedule "A" attached to the Rider is hereby amended by the attached Schedule "A," which includes additional Trademarks.

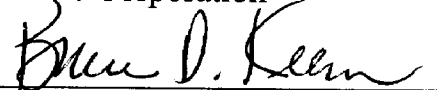
Except as specifically modified herein, all of the terms and conditions of the Rider, and the certificates and other documents executed in connection therewith, shall remain in full force and effect and any term in initial capitals and not otherwise defined herein shall have the meaning ascribed thereto in the Rider.

WITNESS / ATTEST:
(SEAL)



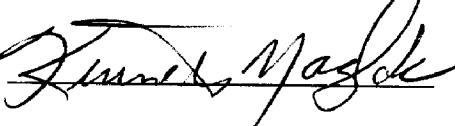
Print Name: **THEODORE HILLER**
Title: Secretary

KEPNER-TREGOE, INC.
A Delaware Corporation

By: 

Print Name: Bruce D. Keener
Title: President

PNC BANK,
NATIONAL ASSOCIATION

By: 

SCHEDULE "A"

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Achieving Career Potential 1,073,853 class 41 KT-T012XX	July 15, 1976 Filing Date September 20, 1977				Abandoned 1984	
United States	Action Minder 75/611,334 class 9 KT-T044XX	December 23, 1998 Filing Date Published February 8, 2000e				Pending Published 2/2000 Intent to Use by 11/2/00	Trade TM
United States	Action Tracker 75/653,691 class 09 KT-T051XX	March 4, 1999 Filing Date				Pending Intent to Use	Trade TM
United States	Analytic Trouble Shooting 73/566,979 class 5 KT-T030XX	November 1, 1985 Filing Date				Abandoned 1987	
United States	Analytic Trouble Shooting 1,987,886 class 16 KT-T031XX	July 23, 1996 (10 year period)		July 23, 2006		Issued	Trade ®
United States	Analytic Trouble Shooting 73/569,684 class 41 KT-T029XX	November 21, 1985 Filing Date				Abandoned 1987	

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Analytic Trouble Shooting 74/518,152 class 41 KT-T029AX	April 28, 1994 Filing Date				Abandoned 1995	
United States	Apex 851,214 class 41 KT-T001XX	June 18, 1968	June 18, 1988			Abandoned (Issued per TESS)	Service
United States	Breakaway Organization 75/710,963 class 42 KT-T058XX	May 21, 1999 Filing Date				Pending Intent to Use	Service SM
United States	Creating a Team Environment 75/021,466 class 41 KT-T033XX	November 17, 1995 Filing Date				Abandoned 1996	
United States	Decision Aide 1,336,404 class 9 KT-T016XX	May 21, 1985 (20 year period)		May 21, 2005 (10 year period)	December 2004	Issued	Trade ®
United States	Deep Listening 1,844,800 class 41 KT-T023XX	July 12, 1994 (10 year period)		July 12, 2004	January 2004	Issued	Service ®
United States	Driving Force 1,534,589 class 35 KT-T008XX	April 11, 1989 (20 year period)		April 11, 2009 (10 year period)	November 2008	Issued	Service ®

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Engineering the Performance System 2,120,885 class 41 KT-T032XX	December 16, 1997 (10 year period)		December 16, 2007	June 2007	Issued	Service ®
United States	Enterprise Resolution System (service mark) 75/611,332 Class 35 KT-T041XX	December 23, 1998 Filing Date Published November 23, 1999				Pending Statement of Use Filed Intent to Use	Service SM
United States	E-Think 75/611,331 class 09 KT-T042XX	December 23, 1998 Filing Date Published January 4, 2000				Pending Allowed Intent to Use	Trade TM
United States	ETHINK 75/676,271 class 09 KT-T053XX	April 7, 1999 Filing Date Published December 7, 1999				Pending Statement of Use Filed Intent to Use	Trade TM
United States	Fulcrum 75/551,720 class 09 KT-T040XX	September 10, 1998 Filing Date				Abandoned 1999	
United States	Fulcrum 1,113,802 class 41 KT-T015XX	February 20, 1979 (20 year period)				Abandoned 1998	

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Genco 851,649 class 41 KT-T004XX KT-T004XCAN	June 25, 1968	June 25, 1988	June 1998		Issued Petition for Cancellation	Service
United States	Kepner Tregoe 1,021,695 class 41 KT-T006XX	September 30, 1975 (10 year period)	September 30, 1985 September 30, 1995 (10 year period)	September 30, 2005	March 2005	Issued	Service ®
United States	Kepner Tregoe class 35 KT-T010XX					Not Filed	
United States	Kepner Tregoe and Design 860,314 class 35 KT-T009XX	November 12, 1968 (20 year period)	November 12, 1988 (20 year period)	November 12, 2008	June 2008	Issued	Service ®
United States	KT 1,019,619 class 41 KT-T014XX	September 2, 1975 (10 year period)	September 2, 1985 September 2, 1995 (10 year period)	September 2, 2005	April 2, 2005	Issued	Service ®
United States	KTA 849,965 class 35 KT-T021XX	May 28, 1968				Abandoned 1988	
United States	KT Action Tracker 75/653,686 class 09 KT-T052XX	March 4, 1999 Filing Date Published June 27, 2000				Pending Intent to Use	Trade TM

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	KTConnects 75/485,665 class 038 KT-T038XX	May 15, 1998 Filing Date Published December 28, 1999				<i>Pending Allowed</i> 5/2000 Allegation of Use filed Intent to Use	Service SM
United States	KT Memory Bank 75/676,549 class 09 KT-T057XX	April 7, 1999 Filing Date				<i>Pending</i> 4/2000 response filed Intent to Use	Trade TM
United States	KT Think 75/617,019 class 09 KT-T048XX	January 6, 1999 Filing Date Published December 7, 1999				<i>Pending Allowed</i> Intent to Use	Trade TM
United States	Logix 936,857 class 41 KT-T013XX	June 27, 1972 (20 year period)				<i>Abandoned 1992</i>	
United States	Managing Involvement 1,385,029 class 9 KT-T018XX	March 4, 1986 (20 year period)		March 4, 2006 (10 year period)	September 2005	<i>Issued</i>	Trade ®
United States	Managing Strategic Responsibilities 73/566,980	November 1, 1985 Filing Date				<i>Abandoned 1986</i>	
United States	Mobius 936,856 class 41 KT-T011XX	June 27, 1972 (20 year period)				<i>Abandoned 1992</i>	

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Planning Pro 1,409,267 class 9 KT-T020XX	September 16, 1986 (20 year period)		September 16, 2006 (10 year period)	February 2006	Issued	Trade ®
United States	PMW 74/478,366 class 35 KT-T027XX	January 11, 1994 Filing Date				Abandoned 1995	
United States	Process Application Kit 75/611,250 class 9 KT-T046XX	December 23, 1998 Filing Date				Pending Intent to Use	Trade TM
United States	Process Application Kit 75/610,941 class 35 KT-T047XX	December 23, 1998 (filing date)				Pending Intent to Use	Service SM
United States	Process Checker 75/676,272 class 09 KT-T056XX	April 7, 1999 Filing Date				Pending 4/2000 response filed Intent to Use	Trade TM
United States	Process Coach 75/676,273 class 09 KT-T054XX	April 7, 1999 Filing Date Published January 4, 2000				Pending Allowed Intent to Use	Trade TM
United States	Process Coach (service mark) 75/611,131 class 35 KT-T045XX	December 23, 1998 Filing Date Published January 4, 2000				Pending Allowed Intent to Use	Service SM

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Process Consultant 75/617,020 class 035 KT-T049XX	January 6, 1999 Filing Date				Pending Intent to Use	Service SM
United States	Pro-Counsel 1,336,405 class 9 KT-T017XX	May 21, 1985 (20 year period)		May 21, 2005 (10 year period)	December 2004	Issued	Trade ®
United States	Project Logic 75/637,729 class 9 KT-T050XX	February 10, 1999 Filing Date Published May 2, 2000				Pending Published Intent to Use	Trade TM
United States	Project Management 74/478,508 class 35 KT-T026XX	January 11, 1994 Filing Date				Abandoned 1994	
United States	PSDM class 41 KT-T028XX					Not filed	
United States	SAPADAPPADO 75/611,333 class 9 KT-T043XX	December 23, 1998 Filing Date Published December 7, 1999				Pending Allowed Intent to Use	Trade TM
United States	Sharpener 75/676,274 class 09 KT-T055XX	April 7, 1999 Filing Date Published March 21, 2000				Pending Published Intent to Use	Trade TM

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	Total Information Management 75/296,995 class 16 KT-T036XX	May 23, 1997 Filing Date				Abandoned 1999	
United States	Total Information Management 75/296,994 class 35 KT-T035XX	May 23, 1997 Filing Date				Abandoned 1999	
United States	Trouble Shooter 1,390,577 class 9 KT-T019XX	April 22, 1986 (20 year period)		April 22, 2006 (10 year period)	November 2005	Issued	Trade ®

Country	Mark	Original Registration Date	Past Renewals	Renewal Date	Next Action Start Date	Notes	Mark (Service or Trade)
United States	COMPASSQUEST 2,341,906 class 41 KTTEF-T039XX	April 11, 2000 (10 year period)		April 11, 2010	April 2005 = Must file Declaration of Use October 2009	Issued	Service ®

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 30 day of December, 1996, by and between **KEPNER-TREGOE, INC.**, a Delaware Corporation (the "**Grantor**"), having a principal place of business at 17 Research Road, Skillman, New Jersey, 08558 and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at 500 College Road East, Princeton, New Jersey, 08540.

This Rider is incorporated into and made part of that certain Security Agreement ("**Security Agreement**") between the Grantor and the Bank dated December 30, 1996, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "**Trademarks**").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Collateral Assignment of Trademarks.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Grantor's present and future Obligations to the Bank, the Grantor collaterally grants and assigns to the Bank all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits; and, upon an Event of Default under the Loan Documents or in the event Grantor shall be in default hereunder, the registration thereof and the right (but not the obligation) to sue for past, present and future infringements. The Grantor grants only a lien and security interest to the Bank, and specifically retains ownership of all Trademarks on Schedule "A."

2. **Maintenance of Trademarks.** The Grantor hereby covenants and agrees to maintain the Trademarks in full

force and effect until all of the Obligations to the Bank are satisfied in full.

3. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) Each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the

Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this paragraph 3(f).

4. Covenants. The Grantor further covenants that: (a) Until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) If the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule "A."

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Bank.

7. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in New Jersey, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power includes, but is not limited to, the right to endorse the Grantor's name on the form of Trademark Assignment attached hereto as Schedule "B" and to file such Trademark Assignment in the office of the United States Patent and Trademark Office in Washington, D.C. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the office of the United States Patent and Trademark Office in Washington, D.C. In the event of Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall

reasonably require to permanently assign all rights in the Trademarks to the Bank. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents and full satisfaction of all of the Grantor's liabilities and obligations to the Bank, the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Trademarks.

11. Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. Prosecution of Trademark Applications. (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

13. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor

hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

14. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

[CORPORATE SEAL]

Attest:

By: *Theodore F. Hiller*
Print Name: **THEODORE HILLER**
Title: Secretary

KEPNER-TREGOE, INC.
A Delaware Corporation

By: *Bruce Keener*
Print Name: **BRUCE KEENER**
Title: Executive VP
Taxpayer I.D. # 22-342123

WITNESS the due execution of the power of attorney provisions set forth in Section 7(b) hereof, as of the date first written above.

[CORPORATE SEAL]

Attest:

By: *Theodore F. Hiller*
Print Name: **THEODORE HILLER**
Title: Secretary

KEPNER-TREGOE, INC.
A Delaware Corporation

By: *Bruce Keener*
Print Name: **BRUCE KEENER**
Title: Executive VP
Taxpayer I.D. # 22-3421723

PNC BANK, NATIONAL ASSOCIATION

By: *Linda A. Heider*
Print Name: LINDA A. HEIDER
Title: V. P.

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

SEE ATTACHED

UNITED STATES TRADEMARK REGISTRATIONS

BOK

3

<u>Mark</u>	<u>Registration Number</u>	<u>Original Registration Date</u>
Analytic Trouble (2) Shooting	1987888	7/23/98
ATS (2)	Common Law	
Decision Aids (1)	1336405	5/21/85
Deep Listening (2)	1844800	7/12/94
Driving Force (3)	1534589	4/11/89
Fulcrum (1)	1113802	2/20/79
Genco (1)	851649	6/2/88
Kepner-Tregoe	1021885	9/30/75
Kepner-Tregoe & Design	860314	11/12/88
KT	1019519	9/2/75
Managing Involvement (2)	1385029	3/4/86
Managing the Performance System (2)	Common Law	
Performance Analysis (2)	Common Law	
Planning Pro (1)	1409267	9/16/86
Pro Counsel (1)	1336405	5/21/85
Project Management (2)	Common Law	
Trouble Shooter (1)	1390577	4/22/86

(1) = Obsolete
 (2) = Mark with a current revenue stream
 (3) = Used in conjunction without strategy technology

7/25/98

680-38-P066882.1

UNITED STATES PENDING TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Creating a Team Environment	75/021485	11/17/95
Engineering the Performance System (2)	75/070855	3/11/96

- (1) = Obsolete
- (2) = Mark with a current revenue stream
- (3) = Used in conjunction without strategy technology

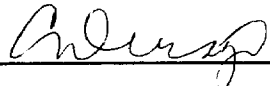
11/23/95

680-38-P013086.2

STATE OF NEW JERSEY)
) ss:
COUNTY OF MIDDLESEX)

On this, the 30 day of Dec, 1996, before me, a
Notary Public of the State of New Jersey, the undersigned
officer, personally appeared Bruce Keener, who
acknowledged himself/herself to be the EXEC VP of **KEPNER-
TREGOE, INC.**, a Delaware corporation, and that he/she, in such capacity,
being authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



CAROL DIRAGO
A Notary Public of New Jersey
My Commission Expires April 19, 1998

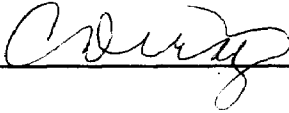
STATE OF NEW JERSEY)

) ss:

COUNTY OF MIDDLESEX)

On this, the 30 day of Dec, 1996, before me, a
Notary Public of the State of New Jersey, the undersigned
officer, personally appeared Linda HEIDER, who
acknowledged himself/herself to be the VP of PNC BANK,
and that he/she, as such officer, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing
on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



CAROL DIRAGO
A Notary Public of New Jersey
My Commission Expires April 19, 1998

SCHEDULE B

TRADEMARK ASSIGNMENT

WHEREAS, **KEPNER-TREGOE, INC.** (the "**Grantor**") is the owner of the entire right, title and interest in and to the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "**Trademarks**"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, **PNC BANK, NATIONAL ASSOCIATION**, having a place of business at 500 College Road East, Princeton, New Jersey, 08540, identified as the "**Bank**" under that certain Rider to Security Agreement - Trademarks of even date herewith (the "**Grantee**") is desirous of acquiring said Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed on this _____ day of _____, 199____.

KEPNER-TREGOE, INC.
A Delaware Corporation
By its Attorney in Fact
PNC BANK,
NATIONAL ASSOCIATION

By: _____