02-14-2001

101614835

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

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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
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [X] Corrective Document Reel # 1871 Frame # 0008

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other CORRECTING AND ADDING TO CONVEYING PARTIES, MODIFYING RECEIVING PARTY AND CHANGING TWO TRADEMARK NUMBERS

Effective Date Month Day Year

Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 01 28 99

Name: PRYOR SUB ONE, INC. (TO BE KNOWN AS PRYOR RESOURCES, INC.)

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other

[X] Citizenship/State of Incorporation/Organization: KANSAS

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: THE BANK OF NEW YORK, as Administrative Agent

DBA/AKA/TA:

Composed of:

Address (line 1): ONE WALL STREET, 19TH FLOOR

Address (line 2):

Address (line 3): NEW YORK (City) NY (State/Country) 10286 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: NEW YORK

FOR OFFICE USE ONLY

02/13/2001 GTON11 00000170 75853085

01 FC:481 40.00 OP
02 FC:482 400.00 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

FORM PTO-1618C
Expires 06/30/99
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party
Enter Additional Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date: Month 01 Day 28 Year 99

Name: PRYOR RESOURCES, INC. (TO BE KNOWN AS PRYOR HOLDINGS, INC.)

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship State of Incorporation/Organization: KANSAS

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:

[ ] 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.)*

[ ] Citizenship/State of Incorporation/Organization:

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)		
			1565552	1735879	1740293
			2049081	2050829	2061012
			2300974		

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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 01 Day 28 Year 99

Name: PRYOR SUB TWO, INC. (TO BE KNOWN AS CAREERTRACK, INC.)

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☒ Citizenship State of Incorporation/Organization: KANSAS

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:

☐ 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.)*

☐ Citizenship/State of Incorporation/Organization:

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)		

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 (212) 692-1975

Name BRYAN CAVE LLP

Address (line 1) SHARON ELWIN, LEGAL ASSISTANT

Address (line 2) 245 PARK AVENUE

Address (line 3) NEW YORK, NY 10167-0034

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 132

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

[X] 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)		
75/853085			1295077	1386325	1389835
			1398926	1401622	1448437
			1450098	1466749	1551851

Number of Properties

Enter the total number of properties involved. # 17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 440

Method of Payment: Enclosed [X] 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 [X]

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.

LORI POTTS	Lori Potts	02/02/01
Name of Person Signing	Signature	Date Signed

FORM (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

Tab settings

100989801

Docket No.:

To the Honorable Commissioner of Pate... attached original documents or copy thereof.

1. Name of conveying party(ies):

Pryor Sub One, Inc., and Pryor Holdings, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **Kansas**
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **The Bank of New York**

Internal Address:

Street Address: **One Wall Street - 19th Floor**

City: **New York** State: **NY** ZIP: **10286**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **New York**
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative 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
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: **28 January 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule A

Additional numbers attached? ☐ Yes ☐ No

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

Name: **Thomas H. Van Hoozer**

Internal Address: **Hovey, Williams, Timmons & Collins**

Street Address: **2405 Grand Boulevard, Suite 400**

City: **Kansas City** State: **MO** ZIP: **64108**

6. Total number of applications and registrations involved:..... **17**

7. Total fee (37 CFR 3.41):.....$ **$440.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

19-0522

TRADEMARK FEE PROCESS. RECEIVED 1999 MAR 10 A 11:09 US PATENT & TRADEMARK OFFICE

DO NOT USE THIS SPACE

03/19/1999 DNGUYEN 00000203 1389835
01 FC:481 40.00 OP
02 FC:482 400.00 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.

Thomas H. Van Hoozer
Name of Person Signing

Thomas H. Van Hoozer
Signature

March 8, 1999
Date

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

SCHEDULE A

Mark	Reg. No.
EVELYN WOOD READING DYNAMICS AND DESIGN	1,389,835
READING DYNAMICS	1,389,926
EVELYN WOOD	1,401,622
DESIGN (PERSON READING BOOK)	1,448,437
DESIGN (PERSON READING BOOK)	1,450,098
FREQUENT PRYOR CLUB	1,466,749
THE EXCEPTIONAL ASSISTANT	1,735,879
FRED PRYOR	1,740,293
EVELYN WOOD STUDY DYNAMICS	1,804,387
IN A PINCH	2,049,081
IN A PINCH (AND DESIGN)	2,050,829
WELCOME TO THE TRAINING CENTER OF THE WORLD WIDE WEB	2,061,012
CAREERTRACK	1,295,077
CAREERTRACK	1,386,325
CAREERTRACK	1,565,552
CAREERTRACK	1,551,851

Mark	Application Serial No
TELECARE	75/361,426

PRYOR RESOURCES

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of January 28, 1999, among PRYOR SUB ONE, INC. (to be known as PRYOR RESOURCES, INC.), a Kansas corporation (the ***"Borrower"***), each of the subsidiaries of the Borrower listed on Schedule I (each such subsidiary, individually, a ***"Subsidiary Guarantor"*** and, collectively, the ***"Subsidiary Guarantors"***; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the ***"Grantors"***), PRYOR RESOURCES, INC. (to be known as PRYOR HOLDINGS, INC.), a Kansas corporation, and THE BANK OF NEW YORK, as administrative agent under the Credit Agreement referred to in the next paragraph.

Reference is made to the Credit Agreement, dated as of January 25, 1999, among the Borrower, the lenders from time to time party thereto, Dresdner Bank AG, New York and Grand Cayman Branches, as Documentation Agent, The Bank of Nova Scotia, as Syndication Agent, and The Bank of New York, as Administrative Agent (as amended, supplemented or otherwise modified from time to time, the ***"Credit Agreement"***).

The Lenders have agreed to make Loans to, and the Issuing Bank has agreed to issue Letters of Credit for the account of, the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors and the Parent has agreed to guarantee, among other things, all the obligations of each Loan Party under the Loan Documents. The obligations of the Lenders to make Loans and the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors and the Parent of an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantors, the Parent and the Administrative Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions

(a) Unless the context otherwise requires, capitalized terms used herein and not defined herein, and the term *"subsidiary"*, shall have the meanings assigned to such terms in the Credit Agreement.

(b) As used herein, the following terms shall have the following meanings:

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"Account Debtor" means any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" means any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" means all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Borrower" has the meaning assigned to such term in the preliminary statement of this Security Agreement.

"Collateral" means: (a) when used with respect to any Grantor, all (i) Accounts Receivable, (ii) Equipment, (iii) General Intangibles, (iv) Inventory, (v) Pledged Debt, (vi) Pledged Equity, (vii) unless otherwise agreed upon in writing by such Grantor and the Lenders, other property owned or held by or on behalf of such Grantor that may be delivered to and held by the Administrative Agent pursuant to the terms hereof, (viii) notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the items referred to in subclauses (i) through (vii) of this clause, in each case whether now existing or owned or hereafter arising or acquired, and (ix) Proceeds of any of the items referred to in subclauses (i) through (viii) of this clause and (b) when used with respect to the Parent, all (i) Pledged Equity, (ii) unless otherwise agreed upon in writing by such Grantor and the Lenders, other property owned or held by or on behalf of the Parent that may be delivered to and held by the Administrative Agent pursuant to the terms hereof, (iii) notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the items referred to in subclauses (i) and (ii) of this clause, in each case whether now existing or owned or hereafter arising or acquired, and (iv) Proceeds of any of the items referred to in subclauses (i) through (iii) of this clause. Notwithstanding anything to the contrary in any Loan Document, for purposes hereof, the term *"Collateral"* shall not include any right under any lease, License or franchise if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such lease, License or franchise, as applicable.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license,

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or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Security Agreement.

"Equipment" means all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor.

"Equity Interests" means, with respect to (a) a corporation, the capital stock thereof, (b) a partnership, any partnership interest therein, including all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise, (c) a limited liability company, any membership interest therein, including all rights of a member of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise, (d) any other firm, association, trust, business enterprise or other entity that is similar to any other Person listed in clauses (a), (b) and (c), and this clause (d), of this definition, any equity interest therein or any other interest therein that entitles the holder thereof to share in the revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the managing body thereof and (e) all warrants and options in respect of any of the foregoing and all other securities that are convertible or exchangeable therefor.

"General Intangibles" means all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable, Pledged Equity and Pledged Debt) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable or payment by the relevant obligor of any of the Pledged Debt.

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"Grantors" has the meaning assigned to such term in the preliminary statement of this Security Agreement.

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" means all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III.

"Obligations" means (a) the due and punctual payment of (i) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations, including fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties, or that are otherwise payable to any Credit Party, under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents and (c) unless otherwise agreed upon in writing by the applicable Lender party thereto, all obligations of the Borrower, monetary or otherwise, under each interest rate protection agreement entered into with a counterparty and that was a Lender (or an Affiliate thereof) at the time such interest rate protection agreement was entered into.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which

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a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" means a certificate substantially in the form of Annex 1, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Borrower.

"Pledged Debt" means all right, title and interest of any Grantor to the payment of any loan, advance or other debt of every kind and nature (other than Accounts Receivable and General Intangibles), whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, provided, however, that, notwithstanding anything to the contrary in this definition, for purposes hereof, the term *"Pledged Debt"* shall not include any Permitted Investment.

"Pledged Equity" means (a) when used with respect to any Grantor, all right, title and interest of such Grantor in any Equity Interests, whether now or hereafter acquired or arising in the future, and (b) when used with respect to the Parent, all right, title and interest of the Parent in any Equity Interests in the Borrower, whether now or hereafter acquired or arising in the future.

"Pledged Securities" means the Pledged Debt, the Pledged Equity and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the foregoing, in each case whether now existing or owned or hereafter arising or acquired.

"Proceeds" means, when used with respect to any Collateral, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes such Collateral, any value received as a consequence of the possession of such Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes such Collateral,

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and shall include (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor, or licensed under a Trademark License, or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor, or licensed under a Copyright License, (b) subject to Section 6, all rights and privileges with respect to, and all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, any of the Pledged Securities and (c) any and all other amounts from time to time paid or payable under or in connection with such Collateral.

"Secured Parties" means (a) the Credit Parties, (b) unless otherwise agreed upon in writing by it, each counterparty to an interest rate protection agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate thereof) at the time the interest rate protection agreement was entered into, (c) the beneficiaries of each indemnification obligation undertaken by any Grantor or the Parent under any Loan Document and (d) the successors and assigns of each of the foregoing.

"Security Interest" has the meaning assigned to such term in Section 2(a).

"Subsidiary Guarantor" and ***"Subsidiary Guarantors"*** have the meanings assigned to such terms in the preliminary statement of this Security Agreement.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed

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on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(c) The rules of interpretation specified in Sections 1.02 and 1.03 of the Credit Agreement shall be applicable to this Security Agreement.

SECTION 2. Grant of Security Interest; No Assumption of Liability

(a) ***Grant of Security Interest.*** As security for the payment or performance, as applicable, in full of the Obligations, each of the Grantors and the Parent hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of the right, title and interest of such Grantor or the Parent, as applicable, in, to and under the Collateral (the "***Security Interest***"). Without limiting the foregoing, the Administrative Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or the United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each of the Grantors and the Parent, without the signature of any Grantor or the Parent, and naming any Grantor, the Grantors or the Parent, as applicable, as debtors and the Administrative Agent as secured party.

(b) ***No Assumption of Liability.*** The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor or the Parent with respect to or arising out of the Collateral.

TO HAVE AND TO HOLD the Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3. Delivery of the Collateral

Subject to Section 6, each of the Grantors and the Parent agrees promptly to deliver or cause to be delivered to the Administrative Agent any and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the Pledged Securities, or any other amount that becomes payable under or in connection with any Collateral, owned or held by or on behalf of such Grantor or the Parent, as applicable, in each case accompanied by (i) in the case of any notes, chattel paper, instruments or stock

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REEL: 002234 FRAME: 0141

certificates, stock powers duly executed in blank or other instruments of transfer satisfactory to the Administrative Agent and such other instruments and documents as the Administrative Agent may reasonably request and (ii) in all other cases, proper instruments of assignment duly executed by such Grantor or the Parent, as applicable, and such other instruments or documents as the Administrative Agent may reasonably request. Each Grantor will cause any Pledged Debt owed or owing to such Grantor by any Person to be evidenced by a duly executed promissory note that is pledged and delivered to the Administrative Agent pursuant to the terms thereof.

SECTION 4. Representations and Warranties

Each of the Grantors and the Parent, jointly with the others and severally, represents and warrants to the Administrative Agent and the Secured Parties that:

(a) Such Grantor or the Parent, as applicable, has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such Collateral for its intended purposes, and has full power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Security Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

(b) The Perfection Certificate, to the extent it relates to such Grantor or the Parent, as applicable, or any of its property, has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements, as applicable, or other appropriate filings, recordings or registrations containing a description of the Collateral owned or held by or on behalf of such Grantor or the Parent, as applicable, have been delivered to the Administrative Agent for filing in each applicable governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate and each other applicable governmental, municipal or other office, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral owned or held by or on behalf of such Grantor or the Parent, as applicable, in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any

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such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(c) In the case of such Grantor only, fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property owned or held by or on behalf of such Grantor with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month or any other applicable time period after the execution of this Security Agreement with respect to United Sates registered Copyrights have been delivered to the Administrative Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights owned or held by or on behalf of such Grantor in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent material filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(d) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral owned or held by or on behalf of such Grantor or the Parent, as applicable, securing the payment and performance of the Obligations, (ii) subject to (A) the filings described in paragraphs (b) and (c) of this Section and (B) the delivery to the Administrative Agent of any instruments or certificated securities included in such Collateral, a perfected security interest in such Collateral to the extent that a security interest may be perfected by filing, recording or registering a financing statement or analogous document, or by the secured party's taking possession, in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) in the case of such Grantor only, a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) or any other applicable time period pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) or any other applicable time period pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall

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be prior to any other Lien on any of the Collateral owned or held by or on behalf of such Grantor or the Parent, as applicable, other than Liens expressly permitted to be prior to the Security Interest pursuant to the Loan Documents.

(e) The Collateral owned or held by or on behalf of such Grantor or the Parent, as applicable, is so owned or held by it free and clear of any Lien, except for Liens expressly permitted pursuant to the Loan Documents. It has not filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any such Collateral, (ii) any assignment in which it assigns any such Collateral or any security agreement or similar instrument covering any such Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which it assigns any such Collateral or any security agreement or similar instrument covering any such Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document is still in effect, except, in each case, for Liens expressly permitted pursuant to the Loan Documents.

(f) The Security Interest in the Collateral owned or held by or on behalf such Grantor or the Parent, as applicable, (i) is effective to vest in the Administrative Agent, on behalf of the Secured Parties, the rights of the Administrative Agent in such Collateral as set forth herein and (ii) does not violate Regulation T, U or X as of the date hereof.

SECTION 5. Covenants

(a) Each of the Grantors and the Parent agrees promptly to notify the Administrative Agent in writing of any change (i) in its legal name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, principal place of business, any office in which it maintains books or records relating to Collateral owned or held by it or on its behalf or, in the case of such Grantor only, any office or facility at which any such Collateral is located (including the establishment of any such new office or facility), (iii) in its identity or legal or organizational structure or (iv) in its Federal Taxpayer Identification Number. Each of the Grantors and the Parent agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral (subject only to Liens expressly permitted to be prior to the Security Interest pursuant to the Loan Documents). Each Grantor agrees promptly to notify the Administrative Agent if any material portion of the Collateral owned or held by or on behalf of such Grantor is damaged or destroyed.

(b) Each of the Grantors and the Parent agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral

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owned or held by it or on its behalf as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of such Collateral, and, at such time or times as the Administrative Agent may reasonably request, promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail satisfactory to the Administrative Agent showing the identity and amount of any and all such Collateral.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 6.01 of the Credit Agreement, the Borrower shall deliver to the Administrative Agent a certificate executed by a Financial Officer of the Borrower, (i) setting forth the information required pursuant to Sections 1, 2, 8 and 9 of the Perfection Certificate or confirming that there has been no change in such information since the date of the Perfection Certificate or the date of the most recent certificate delivered pursuant to this paragraph and (ii) certifying that all Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (i) of this paragraph, and all other actions have been taken, to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this paragraph shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Administrative Agent.

(d) Each of the Grantors and the Parent shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral owned or held by it or on its behalf against all persons and to defend the Security Interest of the Administrative Agent in such Collateral and the priority thereof against any Lien not expressly permitted pursuant to the Loan Documents.

(e) Each of the Grantors and the Parent agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to preserve, protect and perfect the Security Interest granted by it and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with its execution and delivery of this Security Agreement, the granting by it of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to such Grantor, to supplement this Agreement by

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supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item owned or held by it or on its behalf that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral.

(f) The Administrative Agent and such persons as the Administrative Agent may reasonably designate shall have the right, at the cost and expense of the Grantors or the Parent, as applicable, to inspect all of its records (and to make extracts and copies from such records), to discuss its affairs with its officers and independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral owned or held by it or on its behalf, including, in the case of Accounts, Pledged Debt or Collateral in the possession of any third person, by contacting Account Debtors, obligors or the third person possessing such Collateral for the purpose of making such a verification. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(g) At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to the Loan Documents, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor or the Parent fails to do so as required by the Credit Agreement or this Security Agreement, and such Grantor or the Parent, as applicable, agrees, jointly with the others and severally, to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this paragraph shall be interpreted as excusing any Grantor or the Parent from the performance of, or imposing any obligation on the Administrative Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor or the Parent with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(h) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account or any Pledged Debt, such Grantor shall promptly assign such security interest to the Administrative Agent. Such assignment need not be filed of public record

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unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

(i) Each of the Grantors and the Parent shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and such Grantor or the Parent, as applicable, agrees, jointly with the others and severally, to indemnify and hold harmless the Administrative Agent and the other Secured Parties from and against any and all liability for such performance.

(j) None of the Grantors or the Parent shall make or permit to be made an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, or shall grant any other Lien in respect of such Collateral, except as expressly permitted by the Loan Documents. Except for the Security Interest, it shall not make or permit to be made any transfer of such Collateral, and it shall remain at all times in possession of such Collateral and the direct owner, beneficially and of record, of the Pledged Equity included in such Collateral, except that (i) Inventory may be sold in the ordinary course of business and (ii) unless and until the Administrative Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that, during the continuance thereof, the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Security Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor for a period of greater than 30 consecutive days unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Administrative Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

(k) None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable or any of the Pledged Debt, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

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(l) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 6.10 of the Credit Agreement, which insurance shall be against all risks. All policies covering such insurance (i) shall contain a standard loss payable clause and shall name the Administrative Agent as sole loss payee in respect of each claim relating to the Collateral and resulting in a payment thereunder and (iii) shall be indorsed to provide, in respect of the interests of the Administrative Agent and the other Secured Parties, that (A) the Administrative Agent shall be an additional insured, (B) 30 days' prior written notice of any cancellation or modification thereof or any reduction of amounts payable thereunder shall be given to the Administrative Agent and (C) in the event that any Grantor at any time or times shall fail to pay any premium in whole or part relating thereto, the Administrative Agent may, in its sole discretion, pay such premium. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors or the Parent hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

(m) Each Grantor shall legend, in form and manner satisfactory to the Administrative Agent, its Accounts Receivable, its Pledged Debt and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.

(n) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws. Each Grantor (either itself or through its licensees or

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its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party valid and legal rights. Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws. Each Grantor shall notify the Administrative Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same. In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Administrative Agent and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable. Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly

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shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral. Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licenser of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

SECTION 6. Attorney-in-Fact; Registration in Nominee Name; Denominations; Voting Rights; Dividends and Interest, etc.

(a) Each of the Grantors and the Parent hereby appoints the Administrative Agent as its true and lawful agent and attorney-in-fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest, and without limiting the generality of the foregoing, the Administrative Agent shall have the right, with power of substitution for the Grantors and the Parent and in each Grantor's and the Parent's name or otherwise, for the use and benefit of the Administrative Agent and the other Secured Parties, upon the occurrence and during the continuance of an Event of Default, (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (ii) to demand, collect, receive payment of, give receipt for, and give discharges and releases of, all or any of the Collateral; (iii) to sign the name of any Grantor or the Parent on any invoice or bill of lading relating to any of the Collateral; (iv) to send verifications of Accounts Receivable or Pledged Debt to any Account Debtor or other applicable obligor; (v) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (vi) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (vii) to notify, or to require the Grantors to notify, Account Debtors and other obligors to make payment directly to the Administrative Agent; and (viii) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Administrative Agent or any other Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent or any other Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered

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thereby, and no action taken or omitted to be taken by the Administrative Agent or any other Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or the Parent or to any claim or action against the Administrative Agent or any other Secured Party. The provisions of this paragraph shall in no event relieve any Grantor or the Parent of any of its obligations hereunder or under the other Loan Documents with respect to the Collateral or any part thereof or impose any obligation on the Administrative Agent or any other Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Administrative Agent or any other Secured Party of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise. Any sale pursuant to the provisions of this paragraph shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

(b) Without limiting the generality of the foregoing, the Administrative Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the Grantors or the Parent, endorsed or assigned in blank or in favor of the Administrative Agent. Each of the Grantors and the Parent will promptly give to the Administrative Agent copies of any notices or other communications received by it with respect to the Pledged Securities registered in its name. The Administrative Agent shall at all times have the right to exchange any certificates representing the Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Security Agreement.

(c) Without limiting the generality of the foregoing, unless and until an Event of Default shall have occurred and be continuing:

(i) Each of the Grantors and the Parent shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of the Pledged Securities, or any part thereof, for any purpose consistent with the terms of this Security Agreement, the Credit Agreement and the other Loan Documents; provided, however, that such Grantor or the Parent, as applicable, will not be entitled to exercise any such right if the result thereof could materially and adversely affect the rights inuring to a holder of the Pledged Securities or the rights and remedies of any of the Secured Parties under this Security Agreement, the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Administrative Agent shall execute and deliver to each of the Grantors and the Parent or cause to be executed and delivered to each of the Grantors and the Parent, all such proxies, powers of attorney and other instruments as such Grantor or the Parent, as applicable, may reasonably request

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for the purpose of enabling such Grantor or the Parent, as applicable, to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to Section 6(c)(i) and to receive the cash dividends it is entitled to receive pursuant to Section 6(c)(iii).

(iii) Each of the Grantors and the Parent shall be entitled to receive and retain any and all cash dividends, interest and principal paid on the Pledged Securities to the extent and only to the extent that such cash dividends, interest and principal are not prohibited by, and otherwise paid in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws. All noncash dividends, interest and principal, and all dividends, interest and principal paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than distributions referred to in the preceding sentence) made on or in respect of the Pledged Securities, whether paid or payable in cash or otherwise, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests in the issuer of any of the Pledged Securities or received in exchange for the Pledged Securities, or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Collateral, and, if received by any Grantor or the Parent, shall not be commingled by it with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent and shall be forthwith delivered to the Administrative Agent in the same form as so received (with any necessary endorsement).

(d) Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default:

(i) All rights of any Grantor or the Parent to dividends, interest or principal that it is authorized to receive pursuant to Section 6(c)(iii) shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest or principal. All dividends, interest or principal received by such Grantor or the Parent, as applicable, contrary to the provisions of this Section shall be held in trust for the benefit of the Administrative Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Administrative Agent pursuant to the provisions of this paragraph shall be retained by the Administrative Agent in an account to be established by the Administrative Agent upon receipt of such money or other property and shall be applied in accordance

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with the provisions of Section 8. After all Events of Default have been cured or waived, the Administrative Agent shall, within five Business Days after all such Events of Default have been cured or waived, repay to each of the Grantors and the Parent all cash dividends, interest or principal (without interest), that such Grantor or the Parent, as applicable, would otherwise be permitted to retain pursuant to the terms of Section 6(c)(iii) and which remain in such account.

(ii) All rights of any Grantor or the Parent to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to Section 6(c)(i), and the obligations of the Administrative Agent under Section 6(c)(ii), shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers, provided that, unless otherwise directed by the Required Lenders, the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit each of the Grantors and the Parent to exercise such rights. After all Events of Default have been cured or waived, each of the Grantors and the Parent will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of Section 6(a)(i).

SECTION 7. Remedies upon Default

(a) Upon the occurrence and during the continuance of an Event of Default, each of the Grantors and the Parent agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (i) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (ii) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each of the Grantors and the Parent agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall

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deem appropriate. The Administrative Agent shall be authorized at any such sale of collateral constituting securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale, the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor or the Parent, and each of the Grantors and the Parent hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal which such Grantor or the Parent, as applicable, now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Administrative Agent shall give each of the Grantors and the Parent ten days' written notice (which such Grantor or the Parent, as applicable, agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by applicable law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by applicable law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor or the Parent (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable

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to such Secured Party from any Grantor or the Parent as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor or the Parent therefor. For purposes hereof, (i) a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, (ii) the Administrative Agent shall be free to carry out such sale pursuant to such agreement and (iii) none of the Grantors or the Parent shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

SECTION 8. Application of Proceeds of Sale

The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Security Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor or the Parent and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors and the Parent, their respective successors or assigns, or as a court of competent jurisdiction may otherwise direct.

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The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Security Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 9. Grant of License to Use Intellectual Property

For the purpose of enabling the Administrative Agent to exercise rights and remedies under Sections 7 and 8, and under this Section, at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default. Any royalties and other payments received by the Administrative Agent shall be applied in accordance with Section 8.

SECTION 10. Reimbursement of Administrative Agent

(a) Each of the Grantors and the Parent agrees, jointly with the others and severally, to pay upon demand to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of counsel and of any experts or agents, that the Administrative Agent may incur in connection with (i) the administration of this Security Agreement relating to such Grantor or the Parent, as applicable, or any of its property, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral owned or held by or on behalf of such Grantor or the Parent, as applicable, (iii) the exercise, enforcement or protection of any of the rights of the Administrative Agent hereunder relating to such Grantor or the Parent, as applicable, or any of its property or (iv) the failure by such Grantor or the Parent, as applicable, to perform or observe any of the provisions hereof.

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(b) Without limitation of its indemnification obligations under the other Loan Documents, each of the Grantors and the Parent agrees, jointly with the others and severally, to indemnify the Administrative Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery by such Grantor or the Parent, as applicable, of this Security Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by such Grantor or the Parent, as applicable, of its obligations under the Loan Documents and the other transactions contemplated thereby or (ii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Security Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Security Agreement or any other Loan Document or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section shall be payable on written demand therefor and shall bear interest at the rate specified in Section 3.01 of the Credit Agreement.

SECTION 11. Waivers; Amendment

(a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent hereunder and of the other Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Security Agreement or any other Loan Document or consent to any departure by any Grantor or the Parent therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor or the Parent in any case shall entitle such Grantor or the Parent, as applicable, to any other or further notice or demand in similar or other circumstances.

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(b) Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by, between or among the Administrative Agent and the other parties hereto with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.02 of the Credit Agreement.

SECTION 12. Securities Act, etc.

In view of the position of the Grantors and the Parent in relation to the Pledged Securities, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "*Federal securities laws*") with respect to any disposition of the Pledged Securities permitted hereunder. Each of the Grantors and the Parent understands that compliance with the Federal securities laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent were to attempt to dispose of all or any part of the Pledged Securities, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Securities could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Securities under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each of the Grantors and the Parent recognizes that in light of such restrictions and limitations the Administrative Agent may, with respect to any sale of the Pledged Securities, limit the purchasers to those who will agree, among other things, to acquire such Pledged Securities for their own account, for investment, and not with a view to the distribution or resale thereof. Each of the Grantors and the Parent acknowledges and agrees that in light of such restrictions and limitations, the Administrative Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Securities, or any part thereof, shall have been filed under the Federal securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each of the Grantors and the Parent acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Administrative Agent shall incur no responsibility or liability for selling all or any part of the Pledged Securities at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

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SECTION 13. Registration, etc.

Each of the Grantors and the Parent agrees that, upon the occurrence and during the continuance of an Event of Default hereunder, if for any reason the Administrative Agent desires to sell any of the Pledged Securities owned or held by or on behalf of such Grantor or the Parent, as applicable, at a public sale, it will, at any time and from time to time, upon the written request of the Administrative Agent, use its best efforts to take or to cause the issuer of such Pledged Securities to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Administrative Agent to permit the public sale of such Pledged Securities. Each of the Grantors and the Parent further agrees, jointly with the others and severally, to indemnify, defend and hold harmless the Administrative Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including reasonable fees and expenses of legal counsel), and claims (including the costs of investigation) that they may incur, insofar as such loss, liability, expense or claim, as applicable, relates to such Grantor or the Parent, as applicable, or any of its property, and arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor, the Parent or the issuer of such Pledged Securities, as applicable, by the Administrative Agent or any other Secured Party expressly for use therein. Each of the Grantors and the Parent further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Securities to qualify, file or register, any of the Pledged Securities owned or held by or on behalf of such Grantor or the Parent, as applicable, under the Blue Sky or other securities laws of such states as may be requested by the Administrative Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each of the Grantors and the Parent will bear all costs and expenses of carrying out its obligations under this Section. Each of the Grantors and the Parent acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

SECTION 14. Security Interest Absolute

All rights of the Administrative Agent hereunder, the Security Interest and all obligations of each of the Grantors and the Parent hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any

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change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any Lien on any other collateral, or any release or amendment or waiver of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or the Parent in respect of the Obligations or in respect of this Security Agreement or any other Loan Document.

SECTION 15. Termination or Release

(a) This Security Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full in cash and the Lenders and the Issuing Bank have no further commitment to extend credit under the Credit Agreement.

(b) Upon (i) any sale, transfer or other disposition permitted under the Loan Documents (other than any sale, transfer or other disposition of any Collateral that would, immediately after giving effect thereto, continue to be Collateral but for the release of the security interest therein pursuant to this clause) or (ii) the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released. In addition, if any of the Equity Interests in any Subsidiary Guarantor is sold, transferred to otherwise disposed of pursuant to a transaction permitted by the Loan Documents and, immediately after giving effect thereto, such Subsidiary Guarantor shall no longer be a Subsidiary, then the obligations of such Subsidiary Guarantor under this Security Agreement and the security interests granted hereby in the Collateral owned or held by or on behalf of such Subsidiary Guarantor shall be automatically released.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Administrative Agent shall execute and deliver to the applicable Grantor or the Parent, at the expense of such Grantor or the Parent, as applicable, all Uniform Commercial Code termination statements and similar documents that such Grantor or the Parent, as applicable, shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 16. Notices

All communications and notices hereunder shall be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to the Borrower shall be given to it at the address for notices set forth

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in such Section, and all communications and notices hereunder to any other Grantor or to the Parent shall be given to it at the address for notices set forth on Schedule I, with a copy to the Borrower.

SECTION 17. Binding Effect; Several Agreement; Assignments

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Parent that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement shall become effective as to any Grantor or the Parent when a counterpart hereof executed on behalf of such Grantor or the Parent, as applicable, shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor or the Parent, as applicable, and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor or the Parent, as applicable, the Administrative Agent and the other Secured Parties, and their respective successors and assigns, except that none of the Grantors or the Parent shall have the right to assign its rights or obligations hereunder or any interest herein or in the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Security Agreement or the other Loan Documents. This Security Agreement shall be construed as a separate agreement with respect to each of the Grantors and the Parent and may be amended, modified, supplemented, waived or released with respect to any Grantor or the Parent, as applicable, without the approval of any other Grantor or the Parent, as applicable, and without affecting the obligations of any other Grantor or the Parent, as applicable, hereunder.

SECTION 18. Survival of Agreement; Severability

(a) All covenants, agreements, representations and warranties made by each of the Grantors and the Parent herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Administrative Agent and the other Secured Parties and shall survive the execution and delivery of any Loan Documents, the making of any Loan or the issuance of any Letter of Credit, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect until this Security Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Security Agreement or any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular

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jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 19. GOVERNING LAW

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 20. Counterparts

This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract (subject to Section 17), and shall become effective as provided in Section 17. Delivery of an executed counterpart of this Security Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

SECTION 21. Headings

Section headings used herein are for convenience of reference only, are not part of this Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.

SECTION 22. Jurisdiction; Consent to Service of Process

(a) Each of the Grantors and the Parent hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that, to the extent permitted by applicable law, all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Security Agreement shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Security Agreement or the other Loan Documents against any Grantor or the Parent, or any of its property, in the courts of any jurisdiction.

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(b) Each of the Grantors and the Parent hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 16. Nothing in this Security Agreement will affect the right of any party to this Security Agreement to serve process in any other manner permitted by law.

SECTION 23. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 24. Additional Grantors

Upon execution and delivery after the date hereof by the Administrative Agent and a Subsidiary of an instrument in the form of Annex 2, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor or the Parent hereunder. The rights and obligations of each of the Grantors and the Parent hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

PRYOR SUB ONE, INC. (to be known as PRYOR RESOURCES, INC.)

By: _____
Name: Philip R. Love
Title: President

EACH OF THE SUBSIDIARIES OF THE BORROWER LISTED ON SCHEDULE I

By: _____
Name: Philip R. Love
Title: President

PRYOR RESOURCES, INC. (to be known as PRYOR HOLDINGS, INC.)

By: _____
Name: Philip R. Love
Title: President

The BANK OF NEW YORK, as Administrative Agent

By: _____
Name: David Shedd
Title: Vice President

SCHEDULE I TO THE SECURITY AGREEMENT

GRANTORS/PARENT

Grantor/Parent	*Address for Notices*
Pryor Resources, Inc. (to be known as Pryor Holdings, Inc.)	2000 Shawnee Mission Pkwy Shawnee Mission, Kansas 66205
Pryor Sub One, Inc. (to be known as Pryor Resources, Inc.)	Same
Pryor Sub Two, Inc. (to be known as CareerTrack, Inc.)	Same

SCHEDULE II TO THE SECURITY AGREEMENT

COPYRIGHTS

PRYOR RESOURCES

A. Pryor Sub One, Inc. shall acquire the following Copyrights on January 28, 1999:

Registered Owner: Pryor Resources, Inc.

Title	***Registration No.***	***Registration Date***
Making Meetings Produce	PA-299-604	7/30/96
How to Manage Multiple Projects, meet deadlines and achieve objectives	PA-789-550	5/20/96
The Exceptional Assistant	PA-789-591	5/20/96
Reading Dynamics	PA-789-592	5/20/96
How to Understand, Access, and use the Internet	PA-797-045	5/20/96
Exceptional Customer Service: Vol. 1-3	PA-797-205	5/20/96
How to Supervise People	PA-858-413	9/5/97
How to Mange Conflict, Anger & Emotion	PA-858-414	9/5/97
How to Design Successful Newsletters, Brochures, Reports & Ads	PA-878-047	2/25/98
Stand Up, Speak Out, and Succeed	PA-878-048	2/25/98
How to Manage & Organize Accounts Payable	PA-878-049	2/25/98

Training the Trainer	PA-878-050	2/25/98
Sexual Harassment	PA-878-051	2/25/98
The Grammar & Usage Seminar	PA-878-053	2/25/98
How to Speak without Fear	PA-878-054	2/25/98
How to Organize and Maintain Files and Records	PA-878-055	2/25/98
Powerful Telephone Tips	PA-878-056	2/25/98
How to Manage Conflict, Anger & Emotion	PA-878-057	2/25/98
How to Develop & Administer a Budget	PA-878-058	2/25/98
Developing Your Professional Image as a Successful Woman	PA-878-059	2/25/98
Management Skills for New Managers & Supervisors	PA-878-060	2/25/98
Telephone Sales	PA-878-061	2/25/98
How to Get Things Done	Sru-107-118	3/13/87
Creating an Organization that Innovates	Sru-107-959	3/13/87
Memo to the Boss	Sru-111-459	4/20/87
How to improve Customer Relations	Sru-121-641	10/26/87

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Making Meetings Produce: Multi-media Training Package	TX-1-870-610	7/30/86
Making Meetings Produce	TX-1-881-498	7/30/86
Ask Fred Pryor about Working with People	TX-2-068-312	1/28/87
How to get things done	TX-2-221-487	12/21/87
Management Problems of the technical person in a leadership role	TX-2-221-488	12/21/87
How to work with people	TX-2-221-489	12/21/87
How to get things done	TX-2-254-233	2/9/88
How to supervise people	TX-2-254-234	2/9/88
How to turn your work-group into a winning team	TX-2-254-235	2/9/88
Professional Development for the senior-level secretary	TX-2-254-236	2/9/88
How to handle difficult people	TX-2-254-237	2/9/88
How to balance your career and personal life	TX-2-254-586	2/19/88
Creative Problem Solving and decision making for the technical person	TX-2-260-068	2/19/88
Assertiveness training for managers	TX-2-260-069	2/19/88

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How to handle conflict	Tx-2-269-158	2/25/88
How to supervise people	Tx-2-289-223	2/25/88
Creative Problem-solving and decision-making for the technical person	TX-2-294-258	1/29/88
How to motivate people	TX-2-294-259	1/19/88
Powerful management skills	TX-2-331-065	5/10/88
Powerful Management Skills	TX-2-356-945	7/7/88
How to get things done	TX-2-585-442	6/6/89
Managing multiple priorities	TX-2-585-614	6/6/89
Finance and accounting for non-financial managers and supervisors	TX-2-585-615	6/6/89
How to supervise people	TX-2-585-617	6/6/89
how to handle difficult people	TX-2-592-077	6/6/89
How to work with people	TX-2-592-078	6/6/89
Leadership skills for women manages and supervisors	TX-2-592-079	6/6/89
Successful Communication Skills	TX-2-592-081	6/6/89
Assertiveness skills for managers and supervisors	TX-2-611-288	6/6/89

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Business writing for results	TX-2-611-296	6/6/89
Effective writing for technical people	TX-2-611-297	6/6/89
Project Management	TX-2-611-299	6/6/89
Budgeting skills for managers and supervisors	TX-2-684-308	7/25/89
Project management	TX-2-684-309	7/25/89
How to build & improve customer service	TX-2-684-310	7/25/89
Finance and accounting for nonfinancial mangers and supervisors	TX-2-684-311	7/25/89
Sales management	TX-2-747-817	3/9/90
The Grammar and usage seminar	TX-2-747-818	3/8/90
The Basics of direct mail	TX-2-753-525	2/5/90
How to read with greater speed and comprehension: Evelyn Wood Reading Dynamics	TX-2-753-526	2/5/90
How to proofread	TX-2-753-531	2/5/90
How to collect accounts receivable: the art of getting paid: a high-energy, one-day seminar that starts where conventional collection training leaves off	TX-2-754-231	7/25/89

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REEL: 002234 FRAME: 0170

Time & Stress management skills for women professionals: seminar	TX-2-754-232	7/25/89
Training the trainer	TX-2-802-417	4/11/90
How to delegate	TX-2-802-418	4/11/90
Sales Management	TX-2-802-419	4/11/90
Professional filing skills for managers & support staff	TX-2-802-420	4/11/90
How to work with numbers: Essential math skills for business professionals	TX-2-802-421	4/11/90
The Grammar & usage seminar	TX-2-802-422	4/11/90
How to hire—how to fire	TX-2-802-423	4/11/90
Purchasing Skills for business professionals	TX-2-802-424	4/11/90
Evelyn Wood Reading Dynamics for business professionals	TX-2-802-425	4/11/90
The non-financial manager's guide to understanding financial statements	TX-2-802-426	4/11/90
The direct mail seminar	TX-2-802-427	4/11/90
How to write copy that sells	TX-2-878-445	4/11/90
Grammar and usage for the business professional	TX-2-953-511	10/10/90

TRADEMARK
REEL: 002234 FRAME: 0171

Finance & accounting for nonfinancial managers & supervisors	TX-2-953-512	10/10/90
Budgeting: how to prepare a budget (easily), get it approved (quickly), and make it work every time	TX-2-953-513	10/10/90
Evelyn Wood reading dynamics for business professionals	TX-2-953-514	10/10/90
How to proofread	TX-2-953-515	10/10/90
Developing your image as a successful woman	TX-2-953-516	10/10/90
How to supervise people	TX-2-953-517	10/10/90
Leadership skills for women managers and supervisors	TX-2-953-518	10/10/90
Managing priorities: ho to manage conflicting priorities and demands	TX-2-953-519	10/10/90
How to make presentations with confidence and power	TX-3-072-643	10/10/90
How to build and improve customer service: a dynamic one-day seminar that's a must attend for everyone who communicates with customers	TX-3-072-644	10/10/90
How to improve your performance & self-image	TX-3-072-645	10/10/90

TRADEMARK
REEL: 002234 FRAME: 0172

Powerful telephone techniques: a dynamic one-day seminar	TX-3-072-646	10/10/90
The vocabulary seminar	TX-3-072-647	10/10/90
The Gentle art of verbal self-defense for business: based on the high-acclaimed book and audio series. Now a one-day seminar/ exclusively from Fred Pryor	TX-3-072-648	10/10/90
How to recruit, interview & hire employees: a practical hands-on seminar for every manager or supervisor with hiring responsibilities	TX-3-072-649	10/10/90
The Fred Pryor business writing workshop	TX-3-072-650	10/10/90
Goals: a high impact one day seminar	TX-3-072-651	10/10/90
How to improve your memory: a seminar for business professionals	TX-3-072-652	10/10/90
How to negotiate	TX-3-072-653	10/10/90
Success skills for secretaries, administrative assistants, and support staff: a fast-paced, dynamic one day seminar	TX-3-072-654	10/10/90
How to solve communications problems	TX-3-072-655	10/10/90

TRADEMARK
REEL: 002234 FRAME: 0173

Management problems of the technical person in a leadership role	TX-3-293-783	4/7/92
Training the trainer	TX-3-293-784	4/7/92
Evelyn Wood reading dynamics for business professionals	TX-3-293-785	4/7/92
How to supervise people	TX-3-293-786	4/7/92
Team building skills for managers and supervisors	TX-3-293-787	4/7/92
How to develop & administer a budget	TX-3-293-788	4/7/92
How to solve communication problems	TX-3-293-789	4/7/92
How to build and improve customer service	TX-3-293-790	4/7/92
Coaching skills for managers & supervisors	TX-3-293-791	4/7/92
How to develop and administer a budget	TX-3-293-793	4/7/92
How to achieve total quality in your organization	TX-3-293-794	4/7/92
How to supervise people	TX-3-293-795	4/7/92
Developing your image as a successful woman	TX-3-293-796	4/7/92
How to turn your work group into a winning team	TX-3-293-797	4/7/92

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REEL: 002234 FRAME: 0174

Assertiveness skills for managers and supervisors	TX-3-293-798	4/7/92
Stress management for women	TX-3-293-799	4/7/92
The Fred Pryor business writing workshop	TX-3-293-800	4/7/92
Empowering employees for peak performance	TX-3-293-801	4/7/92
How to develop effective leadership skills	TX-3-293-802	4/7/92
Managing priorities: how to manage conflicting priorities and demands	TX-3-293-803	4/7/92
Success skills for secretaries, administrative assistants, and support staff	TX-3-293-804	4/7/92
Project management	TX-3-293-805	4/7/92
Managing your salespeople: ho to achieve record breaking performance from your sales team	TX-3-628-074	6/6/93
The exceptional receptionist: developing the confidence, credibility, recognition and respect demanded by your vital role	TX-3-628-075	6/6/93
Interpersonal skills	TX-3-628-076	6/6/93
One day MBA	TX-3-628-077	6/6/93

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REEL: 002234 FRAME: 0175

Powerful telephone techniques	TX-3-628-078	6/6/93
How to manage priorities & meet deadlines	TX-3-870-911	4/14/94
Communication skills for technical professionals: a one day seminar for every career-minded technical professional	TX-4-035-000	4/24/95
Successful communication skills for women: how to communicate with confidence and power: a one day seminar	TX-4-035-001	4/24/95
Microsoft Excel: a one day seminar	TX-4-035-002	4/24/95
Lotus 1-2-3: a one day seminar	TX-4-035-003	4/24/95
Roger Dawson's the secrets of power negotiating the seminar	TX-4-035-004	4/24/95
How to deal with negativity in the workplace	TX-4-035-005	4/24/95
Management skills for secretaries, administrative assistants, and support staff: and advanced seminar	TX-4-035-006	4/24/94
Wordperfect: a one day seminar	TX-4-035-007	4/24/94
Word for windows: a one-day seminar	TX-4-035-008	4/24/94

TRADEMARK
REEL: 002234 FRAME: 0176

Word Perfect for windows: a one-day seminar	TX-4-035-009	4/24/94
Windows: a one day seminar	TX-4-035-010	4/24/94
Self-directed work teams: proven & practical methods to enhance productivity, reduce costs, & motivate workers: one day seminar	TX-4-035-011	4/24/94
How to manage conflict, anger and emotion: control, confidence, and composure in even the most highly charged situations: one day seminar	TX-4-035-013	4/24/94
Project management	TX-4-267-277	5/6/96
How to supervise people	TX-4-267-278	5/6/96
Secretarial skills	TX-4-267-279	5/6/96
Management skills for secretaries, administrative assistants & support staff	TX-4-267-280	5/6/96
Management problems of the technical person in a leadership role	TX-4-267-285	5/6/96
How to manage conflict, anger and emotion	TX-4-267-286	5/6/96
Total quality management	TX-4-267-288	5/6/96
How to make presentations with confidence and power	TX-4-267-290	5/13/96

TRADEMARK
REEL: 002234 FRAME: 0177

Exceptional Customer Service	TX-4-267-292	5/13/96
How to understand, access and use the Internet	TX-4-267-295	5/13/96
Coaching skills for managers & supervisors	TX-4-267-297	5/13/96
Stress management for women	TX-4-346-429	5/29/96
Business writing	TX-4-346-432	5/29/96
Self-directed work teams	TX-4-346-434	5/29/96
Communication skills for women	TX-4-346-436	5/29/96
Evelyn Wood study dynamics: student guide	TX-4-554-360	5/4/97
Evelyn Wood Reading Dynamics for business professionals	TX-4-554-422	5/5/97
Evelyn Wood reading dynamics	TX-4-554-423	5/5/97
Interpersonal communication skills: dramatically improve your ability to build wining relationships with everyone, everyday	TX-4-583-744	9/5/97
Training the trainer	TX-4-583-745	9/5/97
Windows 95: a one day seminar	TX-4-583-746	9/5/97

TRADEMARK
REEL: 002234 FRAME: 0178

Reading Dynamics for speed comprehension, and retention/ Evelyn Wood	TX-4-723-431	5/6/97
The energetic manager: new strategies for getting things done/ by Fred Pryor	TXu-270-170	2/9/87
Evelyn Wood Reading Dynamics cassette course in dynamic reading & 20 other titles. Copyright assignment agreement.	TX-866-216 & TX-866-217	10/15/93 (Date recorded)
The Pryor Report (monthly report)	TX-3-488-810	
	TX-3-488-809	
	TX-3-488-808	
	TX-3-488-807	
	TX-3-488-806	
	TX-3-488-805	
	TX-3-205-477	
	TX-3-209-328	
	TX-3-209-329	
	TX-3-209-330	
	TX-3-209-331	
	TX-3-209-332	
	TX-3-209-333	
	TX-3-209-334	
	TX-3-209-335	
	TX-3-209-336	
	TX-3-014-560	
	TX-3-014-561	
	TX-3-014-562	
	TX-3-014-563	
	TX-3-014-564	
	TX-3-014-565	

Fred Pryor Seminars catalog of seminars and training products (A)	TX-2-212-460	Published 12/1/87
Fred Pryor Seminars catalog of seminars and training products (B)	TX-2-212-462	Published 10/1/87
Fred Pryor Seminars catalog of seminars and training products (C)	TX-2-212-461	Published 10/26/87
Fred Pryor Seminars catalog of seminars and training products	TX-2-747-819	Published 12/15/89
Fred Pryor Seminars catalog of seminars and training products	TX-2-316-841	Published 2/1/88

Registered Owner: Fred Pryor Seminars

Title	***Registration No.***	***Registration Date***
How to understand, access and use the internet	SR-217-769	5/13/96
Stress Management for Women	SR-220-201	5/29/96
Business Writing	SR-220-204	5/29/96
Self-directed work teams	SR-220-206	5/29/96
Communication skills for women	SR-20-208	5/29/96
Windows 95	SR-242-204	9/5/97
Training the trainer	SR-242-205	9/5/97

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REEL: 002234 FRAME: 0180

Interpersonal communication skills: dramatically improve your ability to build winning relationships with everyone, everyday	SR-242-206	9/5/97
Presentation and persuasion	TX-1-188-927	9/15/83
Helping people improve	TX-1-188-928	9/15/83
Basic supervision II	TX-1-298-081	3/5/84
Basic Supervision I	TX-1-298-082	3/5/84
How to negotiate with people	TX-1-298-083	3/5/84
How to work with people	TX-1-298-084	3/5/84
How to understand and use computers	TX-1-298-085	3/5/84
Professional development for the senior-level secretary	TX-1-371-779	4/19/84
Discovering your management strengths and weaknesses	TX-1-421-769	9/6/84
How to communicate with effectiveness & power: getting your point across	TX-1-421-770	9/6/84
The 10 secrets to professional success: the key principles to achievement	TX-1-421-771	9/6/84

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REEL: 002234 FRAME: 0181

How to understand, access and use the Internet	TX-4-267-295	5/13/96
Stress management for women	TX-4-346-429	5/29/96
Business writing	TX-4-346-432	5/29/96
Self-directed work teams	TX-4-346-434	5/29/96
Communication skills for women	TX-4-346-436	5/29/96
Interpersonal communication skills: dramatically improve your ability to build winning relationships with everybody, everyday	TX-4-583-744	9/5/97
Training the trainer	TX-4-583-745	9/5/97
Windows 95: a one-day seminar	TX-4-583-746	9/5/97

Registered Owner: Fred Pryor Business Writing Workshop

Title	***Registration No.***	***Registration Date***
The Fred Pryor business writing workshop	TX-3-072-650	10/10/90
The Fred Pryor Business writing workshop	TX-3-293-800	4/7/92

TRADEMARK
REEL: 002234 FRAME: 0182

Registered Owner: Fred Pryor

Title	***Registration No.***	***Registration Date***
The Gentle art of verbal self-defense for business: based on the high-acclaimed book and audio series. Now a one day seminar	TX-3-072-648	10/10/90
Some things don't change: Fred Pryor shares ten enduring principles for challenging times	TX-4-476-075	8/8/96

Registered Owner: Pryor (Fred) Seminars

Title	***Registration No.***	***Registration Date***
Management skills for the technical person in a leadership role	SRU-79-869	10/3/85
How to communicate with confidence and power	SRU-85-491	1/31/86
Selling basics: how to increase your selling power by mastering the new fundamentals	TX-1-639-258	8/19/85
Taking charge: for the woman preparing to move into management	TX-1-663-467	10/10/85
How to keep customers	TX-1-664-326	10/15/85
How to manage with power & effectiveness	TX-1-664-327	
How to turn your work-group into a winning team	TX-1-665-656	10/15/85

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REEL: 002234 FRAME: 0183

Today's woman supervisor	TX-1-752-098	2/3/86
Today's woman supervisor	TX-1-763-275	2/3/86
Business writing for results	TX-1-764-852	2/3/86
How to keep customers	TX-1-831-610	6/20/86
How to handle conflict	TX-1-862-116	7/10/86
How to handle conflict	TX-1-909-787	6/17/86
How to get your ideas accepted	TX-1-909-788	9/9/86
Secretarial stress management	TX-1-910-009	9/9/86
Secretarial time management	TX-1-910-010	9/9/86
How to handle stress	TX-1-977-067	12/15/86
How to handle conflict	TX-1-977-099	12/15/86
How to handle stress	TX-2-036-913	3/26/87
How to negotiate with people	TX-2-071-879	5/12/87
Professional development for the senior level secretary	TX-2-073-570	5/12/87
How to get things done	TX-2-254-233	2/9/88
How to supervise people	TX-2-254-234	2/9/88
How to turn your work group into a winning team	TX-2-254-235	2/9/88

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Professional development for the senior level secretary	TX-2-254-236	2/9/88
How to handle difficult people	TX-2-254-237	2/9/88
Creative problem solving and decision making for the technical person	TX-2-260-068	2/19/88
Assertiveness training for managers	TX-2-260-069	2/19/88
How to handle conflict	Tx-2-269-158	2/25/88
Powerful management skills	TX-2-356-945	7/7/88
The gentle art of verbal self-defense for business	TX-3-072-648	10/10/90
Customer relations	SRU-51-452	9/19/83
Building teamwork	SRU-51-453	10/12/83
Telephone techniques	SRU-52-422	10/12/83
How to work with people	SRU-52-425	1/12/83
How to sell computers	SRU-53-973	10/20/83
Employee motivation and discipline	SRU-54-487	12/6/83
Presentation and persuasion	SRU-54-488	12/6/83
How to manage assertively	SRU-54-489	12/6/83
How to deal with secretarial stress	SRU-56-700	12/8/83

TRADEMARK
REEL: 002234 FRAME: 0185

Managing stress & change	SRU-57-106	1/12/84
Helping people improve	SRU-60-000	5/1/84
How to understand and use computers	SRU-60-001	5/1/84
Basic supervision II	SRU-60-032	5/9/84
How to get things done	SRU-74-304	5/28/85
How to get people to do their best	SRU-76-664	6/28/85
Professional development for the senior level secretary	SRU-76-665	6/28/85
Getting people through to people	TX-1-168-068	8/8/83
Building teamwork	TX-1-169-229	8/10/83
How to deal with secretarial stress	TX-1-169-230	8/10/83
How to stop worrying and enjoy your job	TX-1-169-915	8/11/83
Presentation and persuasion	TX-1-888-927	9/15/83
Helping people improve	TX-1-888-928	9/15/83
How to sell computers	TX-1-195-022	9/26/83
How to manage assertively	TX-1-195-036	9/26/83
Getting through to people	TX-1-195-037	9/26/83
How to sell computers	TX-1-202-438	8/1//83

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REEL: 002234 FRAME: 0186

How to stop worrying and enjoy your job	TX-1-203-690	10/3/83
How to got from keyboard to key person	TX-1-226-483	11/14/83
How to understand and use computers	TX-1-247-725	12/15/83
How to manage your priorities	TX-1-247-726	12/15/83
Basic supervision II	TX-1-284-861	2/16/84
Building teamwork	TX-1-284-862	2/16/84
How to manage assertively	TX-1-284-863	2/16/84
Professional skills for the woman achiever	TX-1-284-864	2/16/84
How to get things done	TX-1-284-865	2/16/84
Basic supervision II	TX-1-298-081	3/5/84
Basic supervision I	TX-1-298-082	3/5/84
How to negotiate with people	TX-1-298-083	3/5/84
How to work with people	TX-1-298-084	3/5/84
How to understand and use computers	TX-1-298-085	3/5/84
How to hire/promote the right person the first time	TX-1-303-055	3/13/84
Professional development for the senior level secretary	TX-1-303-056	3/13/84

TRADEMARK
REEL: 002234 FRAME: 0187

From keyboard to key person	TX-1-303-057	3/13/84
How to manage the office staff	TX-1-314-140	3/26/84
Managing messages	TX-1-322-897	4/17/84
How to get things done	TX-1-322-898	4/17/84
Professional skills for the woman achiever	TX-1-322-899	4/17/84
Helping people improve	TX-1-322-900	4/17/84
How to manage assertively	TX-1-322-901	4/17/84
Telephone techniques and public contact skills	TX-1-322-902	4/17/84
How to deal with secretarial stress	TX-1-322-903	4/17/84
Management skills for the technical person in a leadership role	TX-1-350-632	5/7/84
Building teamwork	TX-1-359-918	3/5/84
How to hire/promote the right person	TX-1-368-314	4/19/84
Professional development for the senior level secretary	TX-1-371-779	4/19/84
Business writing for results	TX-1-382-061	7/6/84
Business writing for results	TX-1-384-121	5/7/84

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REEL: 002234 FRAME: 0188

How to go from keyboard to key person	TX-1-390-645	6/11/84
How to manage the office staff	TX-1-413-622	5/21/84
Management skills for the technical person in a leadership role	TX-1-415-368	7/6/84
Discovering your management strengths and weaknesses	TX-1-421-769	9/6/84
How to communicate with effectiveness & power	TX-1-421-770	9/6/84
The 10 secrets to professional success	TX-1-421-771	9/6/84
Professional skills for the woman achiever	TX-1-477-541	12/19/84
Projecting a positive image	TX-1-482-430	12/19/84
How to manage the office staff	TX-1-499-061	12/10/84
How to have productive meetings	TX-1-499-227	1/31/85
How to be an assertive manager	TX-1-569-107	4/26/85
Business writing for results	TX-1-570-823	4/29/85
How to negotiate with people	TX-1-575-312	5/6/85
How to get people to do their best	TX-1-575-381	5/6/85

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REEL: 002234 FRAME: 0189

Professional development for the senior level secretary	TX-1-630-603	7/1/85
Actionpak: video training program	PAu-373-148	10/5/81
Grammar and usage seminar	065844755	4/15/94
Exceptional Customer service	TX-4-267-292	4/15/94
Coaching Skills for Managers and Supervisors	TX-4-267-297	5/13/96
How to make presentations with confidence and power	Tx-4-267-290	5/13/96
Exceptional Customer Service	079909688	5/13/96
Exceptional Customer Service	080994990	5/20/96
How to manage multiple projects, meet deadlines and...	PA-789-550	5/20/96
Exceptional Assistance	081503733	5/20/96
Reading Dynamics	PA-789-592	5/20/96
How to understand, access and use the Internet	081503755	5/20/96
Secretarial Skills	TX-4-267-279	5/6/96
Evelyn Wood Study Dynamics	087388671	5/6/97

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REEL: 002234 FRAME: 0190

Evelyn Wood Reading Dynamics for Speed, Comprehension and…	087388682	5/6/97
Evelyn Wood Reading Dynamics	TX-4-554-423	5/6/97
Evelyn Wood Reading Dynamics for Business Professionals	TX-4-554-422	5/6/97
Exceptional Receptionist	094273260	2/25/98
Making Meetings Produce	094272371	2/25/98
How to deal with negativity in the workplace	094272382	2/25/98
Stress management for women	094272393	2/25/98
Self directed work teams	094272407	2/25/98
How to get things done	094272418	2/25/98
Assertiveness skills for managers and supervisors	094272429	2/25/98
Communication skills for women	09427243	2/25/98
Conflict management and confrontation skills	094272440	2/25/98
Powerful negotiation skills	094272451	2/25/98
Powerful listening skills	094272462	2/25/98
Dealing with Difficult customers	094272473	2/25/98

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Dealing with employee discipline and performance	094272484	2/25/98
Project management	094272495	2/25/98
How to recruit interview and hire the right person	094272509	2/25/98
Team building skills for managers and supervisors	094272699	2/25/98
Windows 95	094272702	2/25/98
Microsoft Office	094272724	2/25/98
How to handle difficult people	094272735	2/25/98
Windows 95	TX-4-583-746	9/5/97
Training the trainer	094937816	9/5/97
Interpersonal communication skills	TX-4-583-744	9/5/97
How to supervise people	PA-858-413	9/5/97
How to manage conflict, anger and emotion	PA-858-414	9/5/97

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REEL: 002234 FRAME: 0192

CAREERTRACK

A. Pryor Sub Two, Inc. shall acquire the following Copyrights on January 28, 1999:

Registered Owner: CareerTrack

Title	***Registration No.***	***Registration Date***
CareerTrack announces a one-day briefing on stress management for professionals: how to feel better and perform better on the job	TX-1-600-153	7/10/85
CareerTrack: Training that makes a difference; Catalog	TX 3-271-044	
	TX-452-392	

Registered Owner: Careertrack Publications

Title	***Registration No.***	***Registration Date***
Total fitness for busy professionals	PA-499-516	12/26/90
Speed Reading with Steve Moidel	PA-506-340	12/24/90
Building a Customer driven organization	PA-526-340	1/2/91
How to get results with people	SR-105-833	7/18/89
Success Self Programming	SR-105-834	7/18/89
Reach your career dreams: CareerTrack's handbook for professional women	Txu-260-750	11/10/86

TRADEMARK
REEL: 002234 FRAME: 0193

Registered Owner: CareerTrack Publications, Inc.

Title	*Registration No.*	*Registration Date*
Self esteem and peak performance	PA-477-251	7/19/90
How to set and achieve goals	PA-477-252	7/19/90
How to delegate work	PA-477-253	7/19/90
How to give exceptional customer service	PA-477-254	7/19/90
Assertiveness training for professionals	PA-477-255	7/19/90
How to get results with people	PA-477-256	7/19/90
Stress management for professionals	PA-477-289	7/19/90
How to deal with difficult people	PA-477-290	7/19/90
Professional telephone skills	PA-477-291	7/19/90
Getting things done	PA-477-292	7/19/90
Business writing skills with Debra Smith	PA-477-328	7/20/90
How to give exceptional customer service	PA-496-636	12/10/90
Team building: how to motivate and manage people	PA-499-616	12/10/90

TRADEMARK
REEL: 002234 FRAME: 0194

How to present a professional image	PA-499-695	12/31/90
How to raise happy, confident kids	PA-499-728	12/31/90
How to find a mate	PA-511-771	12/31/90
The Best of Careertrack	SR-106-708	7/18/89

Registered Owner: CareerTrack Seminars, Inc.

Title	***Registration No.***	***Registration Date***
How to Control Stress and build Personal Energy	TX-1-600-152	7/10/85
How to deal with difficult people	TX-2-348-955	8/1/88
Stress Reduction Workshop for secretaries and administrative Assistants	TX-3-193-161	11/18/91
How to give exceptional customer service: developing long term customers through skill, speed, and professionalism	TX-3-205-729	12/2/91
Self empowerment: peak performance through self-awareness	TX-3-207-654	11/18/91
Professional Telephone Skills	TX-3-207-658	11/18/91
The Balancing Act: Life Balance workshop for working women	TX-3-207-735	11/18/91

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Self-Esteem & Peak Performance for Women	TX-3-208-848	12/3/91
High impact communication skills for women: a one-day seminar	TX-3-208-920	12/3/91
Managing & motivating salespeople: how to build a sales team you can be proud of	TX-3-221-284	12/26/91
Building a customer driven organization	TX-3-255-090	12/3/91
The road less traveled seminar: an evening program based on the best selling book	TX-3-359-987	7/20/92
The manager as coach	TX-3-360-139	7/20/92
Professional supervision skills	TX-3-360-140	7/20/92
CareerTrack's two day grammar, writing and editing workshop	TX-3-360-307	7/21/92
Understanding AIDS in the workplace: an important briefing for managers and human resource professionals	TX-3-360-545	7/20/92
Professional etiquette: how to be correct and confident in every situation	TX-3-362-585	7/20/92

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Assertive Communication skills for women: how to communicate powerfully, in a style that's comfortable for you	TX-3-362-586	7/20/92
Total quality management: the basics	TX-3-364-718	7/21/92
Self esteem and peak performance for women	TX-3-366-994	7/27/92
How to delegate work & ensure it's done right	TX-3-369-953	7/20/92
How to collect payments more easily:	TX-3-376-264	7/27/92
Projecting your best image & self	TX-3-377-849	8/11/92
How to collect payments more easily	TX-3-376-264	7/22/92
Projecting your best image & self	TX-3-377-849	8/11/92
Confidence, Composure & Competence for working women	TX-3-378-220	7/27/92
Neuro-linguistics programming	TX-3-380-272	8/11/92
Using DOS	TX-3-385-011	7/21/92
Self-Discipline and emotional control	TX-3-385-012	7/21/92
Workshop on Lotus 123	TX-3-385-013	7/21/92

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Quality, speed, customer involvement & the new look of organizations seminar	TX-3-385-141	7/20/92
Proofreading and grammar skills	TX-3-385-142	7/20/92
Proven techniques for closing sales	TX-3-385-143	7/20/92
Management and leadership skills for women	TX-3-385-144	7/20/92
How to handle employees with attitude problems	TX-3-385-145	7/20/92
How to give effective presentations	TX-3-395-654	9/28/92
Assertive Communication Skills for Women: how to communicate powerfully, in a style that's comfortable for you	TX-3-427-509	10/23/92
Power Talking skills	TX-3-432-887	7/20/92
How to handle people with tack and skill	TX-3-437-249	7/21/92
Implementing self-directed work teams	TX-3-475-029	11/23/92
The grammar game	TX-3-602-019	6/21/93
Total quality management-the basics	TX-3-602-020	6/21/93
Stress Reduction Workshop for women	TX-3-623-376	8/5/93

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Self-esteem & peak performance for women	TX-3-623-377	8/5/93
How to handle employees with attitude problems	TX-3-623-378	8/5/93
How to handle people with tact and skill	TX-3-658-027	10/10/93
Self-discipline & emotional control	TX-3-782-203	1/24/94
How to take fast, legible, efficient notes	TX-3-897-650	7/18/94
CareerTrack: Training that makes a difference (catalog)	Period 92-1; CSN 0095854 TX-3-271-044	
	Period 93-1 TX-3-452-392	
CareerTrack Seminars and Tapes	Period 92-1; CSN 0095862 TX-3-258-029	

Registered Owner: CareerTrack, Inc.

Title	***Registration No.***	***Registration Date***
Time Management: for secretaries and administrative assistants	SR-105-835	7/18/89
Self-esteem and peak performance	SR-105-836	7/18/89
How to find and keep a mate	SR-105-837	7/18/89
Life Balance for Women	SR-105-838	7/13/89
Be Creative	SR-105-839	7/18/89

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How to give exceptional customer service	SR-105-840	7/18/89
Achieve wealth and prosperity	SR-105-841	7/18/89
PMS: a positive program to gain control	SR-105-842	7/18/89
Creating Teamwork	SR-105-843	7/18/89
Be confident: the subliminal way	SR-105-844	7/18/89
How to deal with difficult people	SR-105-845	7/18/89
How to get results with people	SR-106-594	7/18/89
Business writing skills	SR-106-596	7/18/89
How to listen powerfully	SR-106-597	7/18/89
Leadership training	SR-106-598	7/18/89
How to set and achieve goals	SR-106-599	7/18/89
Getting things done	SR-106-600	7/18/89
Selling smart	SR-106-601	7/18/89
Assertiveness training for professionals	SR-106-602	7/18/89
Confident Public speaking	SR-106-603	7/18/89

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Wordpower: vocabulary builder	SR-106-606	7/18/89
The one minute manager	SR-106-607	7/18/89
Basic business vocabulary	SR-106-608	7/18/89
Grammar for Business Professionals	SR-106-609	7/18/89
Personal Power	SR-106-710	7/18/89
How to control stress and build personal energy	Tx-1-600-152	7/10/85
CareerTrack announces a one day briefing on stress management for professionals: how to feel better and perform better on the job	TX-1-600-153	7/10/85
The one day stress treatment	TX-1-600-154	7/10/85
How to deal with difficult people	TX-2-348-955	8/1/88
How to deal with difficult people	TX-2-350-502	8/1/88
How to deal with difficult customers	TX-3-755-829	1/31/94
Professional Telephone Skills	SR-106-589	7/18/89

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In Process Filings

Registered Owner: CareerTrack Seminars, Inc.

Title	*Registration No./ In Process No.*	*Registration Date/ Date received*
Careertrack Seminars and Tapes, Sept.- Dec 1992	052651147	8/18/92
How to deal with difficult people	TX-2-348-955	8/1/88
Power Talking Skills	TX-3-432-887	7/20/92
Proven Techniques for Closing Sales	TX-3-385-143	7/20/92
Careertrack Video and Audio Training, Fall 1992 Edition	053541144 TX-3-425-392	11/5/92

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SCHEDULE III TO THE SECURITY AGREEMENT

LICENSES

1. Consent of Fred H. Pryor, dated June 11, 1998, to the use and registration by Pryor Resources, Inc. of his name as a trademark and service mark for goods and services related to its seminar business.

2. Agreement dated May 22, 1998 between Pryor Resources, Inc., and Fred H. Pryor, Shirley J. Pryor, Philip R. Love and Michael B. Hays ("Principals"), Pasha Publications, Inc. and Energy Publications Acquisition Corp.

3. Public Seminar Curriculum, Book and Manual Ownership and Licenses
   - See attached Curriculum Contract Report

4. On-Site Seminar Curriculum Ownership and Licenses
   - See attached On-Site Seminars Ownership, Licenses, Royalty document

5. Audio/Video Curriculum Ownership and Licenses
   - See attached A/V Tape (and associated workbook and facilitator's guide) Ownership and Licenses

6. Certain License Agreements
   - See attached "Certain License Agreements" document

Topic	Trainer	Type	Comments
50PR2*	D. Smith	LT/CG	See SPEAK: All dates included under SPEAK. Fee for revising SPEAK - $100 / sem after 20 seminars. Trainer Agreement addendum to contract; $500 pd for WB, $500 pd for CG.
ACCT*	F. Moore	LT	Contract reads $1,000, paid $1,500; used to be FINAN
ADCOM*	D. Dworski	LP	All ADCOM date payable under COMGR contract.
APRA2*	M. Murphy	LT	Contract is combined with royalties on video and fac guide products. $7500 advance is earned out via seminars ($100 each time she delivers only) and 3% royalty on products - see contract for details.
APRAS*	J. Calano	LT	Exclusive seminars only. Jimmy told Mark H. on 1/10/95 that he did not want to receive payment of advance.
APRAS*	M. Murphy	CG	Exclusive OS only CG. No additional payments required.
ASERT*	C. Price	LT	Earned out after 10 seminars.
ATF / AT*	C. Price	LT	Lead Trainer pay begins 2Q94 on 4/1/94.
BADAT*	L. Olsen	LT	Non-exclusive - Perpetual for seminars.
BESTB*	C. Price	ROY	All BESTB dates payable under BEST Royalty contract.
BESTW*	Glaser & Smalley	DES	$75.00 per seminar paid to Authors.
BLINE*	K. Lust	ROY/LT	Trainer is paid $100 each time he presents this topic - $50 when another trainer presents. Practice tape never completed, ineligible for $250 advance.
BUDG*	F. Moore	LT	3% Royalty for Fac. Guide, 1/1/96.
CALMD*	T. Miller	ROY	All CALMD dates payable under CALM Royalty contract.
CALME*	T. Miller	ROY	All CALME dates payable under CALM Royalty Contract.
CALM / T*	T. Miller	ROY	No curriculum design fee up front.
CFLCT*	H. Rhode	FG	3% Royalty for Fac. Guide, 1/1/96.
CHANG*	R. Mellot	ROY	Use for seminars, OS, and consulting only. Must do 10 sems. / yr. to continue license.
CLOUT*	M. Arapakis	ROY	Royalty payment begins 3/93.
CLUTR*	P. Ensign	CG	Exclusive SEMS / AV Only.
COACH*	N/A	N/A	Designed in-house, replace Howell program in 4Q93.
COACH*	M. Howell	CG	No longer use curriculum. Trainer owned non-exclusive rights to CT.
COACH*	W. Lacey	LT	Non-exclusive perpetual use for sems. only.
COACH*	L. Kokkelenberg	LT	LT as of 1/11/91 - paid no advance.
CRTVY*	V. Harnish	FG	3% Royalty for Fac. Guide, 1/1/96 (Creativity & Innovation).
CSMGR*	L. Ford	LT/CG	Note: $100 after 1st 10 seminars.
CUSTS*	L. Ford	CG	5% Royalty for Fac. Guide, 1/1/96
CTECH*	L. Johnson	LT	Only $250 of original $1000 advance paid due to unsatisfactory deliverables.
CYBER*	B. Sommer	LT/DES	Designer line, no advance payment.
DATA*	M. Dean	LT	1/2 day course. Employment Terminated.
DDC*	R. Brinkman	LT	3% Royalty for Fac. Guide, 1/1/96. All CUSTP dates payable under DDC.
DDPTA*	Dick Lohr	LT	Offered LT on 10/1/97
DDPTA*	Brinkman/Kirschner	CG	No payment. Guide developed in-house.
DIVRS*	P. Iacovelli	ROY	This contract is inactive. We now use C. Copeland-Thomas' CG.
DIVRS*	C. Thomas	CG	Flat fee for CG, no Royalty payments.

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Topic	Trainer	Type	Comments
ESTMF*	J. White	TA	Upon termination, CT cannot use curriculum. Offered LT on 3/18/96.
EXPTM	R. Burgraff	OSROY	On Site Royalty Design agreement - applicable to On-Site programs ONLY
FILOR*	C. Stiegler	LT	Non exclusive, perpetual for seminars.
FLEX*	M. Arapakis	ROY	Maria was paid for 3 dates before she was earned out. She will now be earned out after 18 dates.
FOCSD*	S. Pitzer	FG	Flat fee. Additional $500 added for re-working the A/V workbook.
FTMGR*	D. Lohr	LT	Same as FTSUP. 3% Royalty for Fac Guide, 1/1/96. Designer-Line fee no longer applies - By paying a $10,000 fee CT retains perpetual tape/seminar rights. Dick Lohr is paid a $100 fee for each 1-, 2-, or 3-day program he presents per 3/29/98 addendum.
FTSUP*	D. Lohr	CG	Same as FTMGR. All FTSUP dates payable under FTMGR contract. 3% Royalty for Fac. Guide, 1/1/96.
G-NEGO*	H. Rhode	LT	Same as NEGO.
GAMEG*	H. Sutton	LT	GAMEG same as GAME. All dates included under GAME.
GAMEH*	H. Sutton	LT	GAMEH same as GAME. All dates included under GAME.
GRAMMAR*	P. Cramer	FG	5% Royalty for Fac. Guide, 1/1/96.
GTDCO*	D. Lohr	TA	5% Royalty for Fac. Guide, 1/1/96. Offered LT on 3/18/96.
HARAS*	M. Arapakis	ROY	3% Royalty for Fac. Guide, 1/1/96.
HIRE*	S. Carline	LT	$1,500 paid after 25 seminars. $100 after 25 seminars 3% Royalty for Fac. Guide, 1/1/96.
INDEP*	J. Ferguson	ROY	Decided not to pursue development of program
INETB*	J. Senne	LT	Paid $1,000 on 1/25/96 for Curriculum Guide.
INETBN*	J. Senne	LT	Half day version of INETB. Paid @ 1/2 day rate.
INETB*	B. Gibson	LT	Terminated Lead Design agreement 8/10/95. Balance due $0
INTER*	B. Gibson	LT	Terminated ROY on 6/5/95. Changed to LT.
INTER*	B. Gibson	BK	Terminated as of 6/5/95. A series of three books on the Internet. A 5% Royalty agreement.
INVEN*	K. Grice	LT	Grice terminated 2Q94.
LISEN*	S. Scobey	FG	3% Royalty for Fac. Guide, 1/1/96.
LSUPF/2*	S. Dellinger	LT	non-exclusive perpetual license. Can use material for any seminar. Susan keeps her material.
MEDPR*	S. Scobey	ROY	Exclusive for seminars / OS / AV. Must do 60 / yr. Contract null and void.
MEET*	S. Freeman	LP	All MEET dates payable under the FACIL Lead Presenter Contract.
MEMOS*	P. Cramer	MAN	$1000 recoupable advance, 1.5% royalty of net sales.
MEMOS*	D. Smith	MAN	$1000 recoupable advance, 1.5% royalty of net sales.
MGEF1*	N/A	N/A	Designed in-house no LP established.
MGEFF*	W. Lacey	LT	Non-exclusive perpetual use for seminars only.
MSALE*	B. J-Schall	LT	After 17 1/2 dates - $100 / date.
MSALE*	D. Mather	LT	Trainer terminated. New LT - Beth Jones-Schall.
MSOFF*	Dan Holme	LP	Contract converted from LP/P to standard ROY following presentation of 12 pilots on 3/12/98.
MUP*	B. E-Shepherd	LT	Exclusive for seminars, OS, A/V.
NEGPR*	J. Dolan	FG	5% Royalty for Fac Guide, 1/1/96.
NEWSL*	J. Cleland	MAN	$2000 advance and 3% royalty of net sales.
NPERF*	W. Lacey	LT	3% Royalty for Fac. Guide, 1/1/96.

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Topic	Trainer	Type	Comments
NTWK*	N. VanWechel	ROY	Contract changed to $1,250 advance. Did not produce practice tape.
NUPPS*	D. Smith	LT	All NUPPS dates payable under SPEAK Lead Trainer agreement.
PAGE *	R. Weaver	LT	All PAGE2 dates are payable under PAGE Lead Design agreement.
PAYMT*	M. Kinder	LT	1/2 dat to full day.
PBUDG*	F. Moore	FG	3% Royalty for Fac. Guide, 1/1/96.
PCS*	S. Baile	LT	LT begins 2Q94 - 4/1/94
PCS*	S. Baile	CG	Exclusive for seminars, OS, A/V.
PECK*	S. Baile	LT/DES	Amended to change to desiger line / authored owned.
PFRM2*	M. Murphy	LT	All PFRM2 dates are payable under the PFORM contract.
PLISH*	J. Cleland	BK	Flat Fee arrangement - no royalties paid on book sales.
PMGMT*	L. Johnson	LT	5% Royalty for Fac. Guide, 1/1/96.
PPSS*	C. Kennard	FG	Due to unsatisfactory deliverables, only $1700 of $2500 advance paid. $0 owed to freelancer.
PPSS*	R. Paskov	CG	Exclusive for seminars, consulting, OS only.
PRJT3*	L. Arredondo, S Langlitz, S	LP/P	Lani Arredondo, Susan Langlitz and Steve Waterhouse are each entitled to the $100 LP fee when they present pilots for this topic.
PROBS*	M. Mills	LT	Contract amended on 2/28/95 to reduce to $1,500.
PROOF*	D. Smith	FG	1.5% royalty for fac guide sales, 1/1/96
PROOF*	H. Sutton	FG	1.5% Royalty for Fac. Guide, 1/1/96.
PROPW*	P. Cramer	LT	Exclusive for seminars, OS, A/V.
RECPT*	S. McKenzie	LT	Must do 15 dates before $100 / seminar. 3% Royalty for Fac. Guide, 1/1/96.
REPORT*	P. Cramer	MAN	No advance paid. Trainer earns 2.5% of net sales.
REPORT*	D. Smith	MAN	No advance paid. Trainer earns 2.5% of net sales
REST*	M. Neves	LT	Did not complete the development of course due to cancellation of course by MSTGY.
RETEN*	L. Ford	LT	All WINBK dates apply here.
RIGHT*	R. Andersen	ROY	Incorrect agreement was sent to Richard originally (11/15/95). Royalty Agreement signed 10/31/96 effective on original contract date. Richard later completed the Curriculum Guide, with an additional $1000 recoupable advance.
ROLO*	D. Lohr	DES/TA	Fee redesign GTDCO for Rolodex Pilot.
RSRCM *	S. Waterhouse	LT	All RSRCM dates payable under RESRC Royalty Contract.
SCHED*	B. E-Shepherd	LT	Exclusive for seminars, OS, A/V.
SCSTR*	J. Ferguson	LT	Non-exclusive seminars. Can use material as long as T.A. is in effect.
SEC*	D. Sutch	CG	Exclusive for seminars, OS, A/V.
SECUR*	M. Kinder	LT	Mickey was late with deliverables, only paying $1250, 4/1/96 and6/24/96.
SOHON*	R. Moore	LP	All SOHON dates payable under SOHO Lead Presenter Contract.
SMGT2*	S. Bourn	DES	$3000 one time only flat-fee.
SMGT2*	L. Ankarlo	LP	$2000 advance, $200 per seminar.
SMGTM*	L. Ankarlo	CG	Flat fee for Curriculum Pack. 3% Royalty for Fac. Guide, 1/1/96.
SMGTM*	L. Ankarlo	LT	Offered LT on 3/18/96.

Topic	Trainer	Type	Comments
SMGTM*	D. Mather	TA	Trainer terminated / program re-written by L. Ankarlo & CT.
SPDWR*	L. Levin	DES	See Jeff Hildebrandt
SPDWR*	M. Chik	CG	Flat fee, turn 1/2 day curriculum into full day.
SPEAK*	D. Smith	LT	Appended with 50PR2 program. All SPEAK and 50PR2 dates included in this count.
SPEAK*	D. Smith	FG	3% Royalty for FAc. Guide, 1/1/96.
SPKFR*	H. Sutton	LT	3% Royalty for Fac. Guide, 1/1/96. Original advance reduced to $1500 since CG was not written.
SPLAN*	S. Everitt	LP	Not paid. Did not produce practice tapes 4/6/94.
STRS*	R. Mellott	FG	5% Royalty for Fac. Guide, 1/1/96.
STRSF*	J. Ferguson	LT	Offered LT on 3/18/96. Jackie is paid LT fees for all STRS and STRSF seminars.
STRSW*	J. Ferguson	ROY	Exclusive for pubs., sems., OS (date null & void). Must do 10 sem. / yr. CG not approved as of 6/27/94.
SUPR3 *	Multiple	LP	The $100 Lead Presenter fee is paid to whichever of the five trainers presents it.
TEAM*	M. Sanborn	CG	Exclusive seminars, OS, A/V.
TEAMX*	M. Howard	LP	Designed in-house. No development fee paid. $100 after 10 seminars.
TECH*	L. Johnson	LT	No curriculum guide done, balance due $0.
TELE*	D. Smith	LT	3% Royalty for Fac. Guide, 1/1/96.
TIMED*	R. O-Wilson	LT/DES	No advance payment.
TIMUP*	A. McGee-Cooper	ROY	Licensing and royalty agreement. $750 advance, $400 honorarium for Ann's dates and $100 licensing royalty for each date presented. 10/07/96, per Jeff Hildebrandt, no advance will be paid due to unsatisfactory deliverables by Ann.
TIMUP*	C. Donovan	LP	Carla is the lead presenter, and Ann McGee-Cooper will be presenting 3 of the pilot dates at a $400 honorarium.
TOYON*	V. Ozols	LP	All TOYON dates payable under TOYOU contract.
TOYON*	V. Ozols	LP	All TOYON dates payable under the TOYOU contract.
TPEXL*	N/A	DES	Active only for International Publics & OS until _____
TQMGT*	V. Harnish	LT	4% Royalty for Fac. Guide, 1/1/96.
TRAIN*	H. Sutton	LT	$100 / date after 5 dates. 3% Royalty for Fac. Guide, 1/1/96.
TURNO*	T. Herr	LT	Non-exclusive, perpetual in seminars.
TWORK*	L. Ankarlo	LT	3% Royalty for Fac Guide 1/1/96
VEND*	M. Crow	LT	Rework past pilot. New LT. Paid out after 17 1/2 day sems. Trainer did not complete contract requirements. Trainer terminated, no future dates.
VEND*	T. Herr	LT	Trainer terminated.
VID1*	D. Dworski	LT	All VID1 dates payable under VIDYO LT agreement.
VIDYO*	D. Dworksi	LT	Each day of 2-day seminar counts as 1 presentation. 1/2 day seminar - count 2 half-days as 1 presentation.
WINBK*	L. Ford	LT	All WINBK dates payable under RETEN contract.
WLEAD*	B. E-Shepherd	LT	Exclusive for seminars, OS, A/V.
WLKTK*	J. K. Kennedy	LP	$1000 advance was not paid as deliverables were never completed.
WORDS*	N. VanWechel	LT	Each day of 2-day seminar counts as 1 presentation. 1/2 day seminar - count 2 half-days as 1 presentation.
WRITD*	P. Hays	LT/DES	Exclusive for seminars, OS, A/V.

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ON SITE SEMINARS
OWNERSHIP, LICENSES, ROYALTY

[illegible]	Product Title	Product Category	[illegible]	[illegible]	[illegible]	Expanded Outline	[illegible]	Workbook	Overheads
	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]	E00138	Sep 94
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	Jan 96	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]
	Business Writing Skills for Support Staff	[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Understanding the Bottom Line	[illegible]	[illegible]		[illegible]	May 97		E00361	May 97
[illegible]	Building Better Workplace Relationships	[illegible]	Kathleen		[illegible]	Sep 95	none	E00193	3C95
[illegible]	Self Discipline and Emotional Control	[illegible]	[illegible]		[illegible]	none	[illegible]	E00339	US3Q95 Jul 94
[illegible]	Managing Your Emotions in The Workplace	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	E00326	Jan 97
[illegible]	Conflict Resolution and Confrontation Skills	[illegible]	Kathleen		[illegible]	none	[illegible]	[illegible]	[illegible]
[illegible]	Conquering Team Conflict	TEAM	[illegible]		[illegible]	[illegible]	[illegible]	E00080	[illegible]
[illegible]	Making Change Work	[illegible]	[illegible]		[illegible]	none	[illegible]	E00354	[illegible]
[illegible]	Confidence Composure and Competence for Working Women	[illegible]	Kathleen		Sep 94	none	Sep 94	E00340	[illegible]
[illegible]	[illegible] Organize Your Life and Self Right Clutter	BIZ	[illegible]		[illegible]	none	Sep 95	E00399 E00328	[illegible]
[illegible]	[illegible] Communication Skills for Managers Supervisors	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Ownership, Licenses and Royalties are the same as indicated for the same title in the schedule for "Public Seminars, Books and Manuals".

TRADEMARK
REEL: 002234 FRAME: 0208

	[illegible] Leadership The Manager as Coach or Practical Coaching Skills for Managers								
[illegible]	The Art of Effective Face to Face Communication or Essential Communication Skills	COMM	[illegible]			[illegible]	[illegible]	E[illegible]231	Oct 95
[illegible]	Building a Customer Driven Organization or Reinventing Customer Svc	OD	Kate		[illegible]	none	Sep 94	554	Oct 94
[illegible]	Customer Service for Health Care 1/2 Day	BIZ	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Obsolete 406	[illegible]
[illegible]	[illegible] Exceptional Customer Svc (New program coming in 4Q98)	BIZ	[illegible]		[illegible]	[illegible]	[illegible]	E00115	[illegible]
[illegible]	Pleasing Your Hard-to-Please Customers	BIZ	[illegible]		[illegible]	none	Mar 96	E00443	[illegible]
[illegible]	How to Handle People with Tact and Skill or How to Deal with Difficult People	COMM	Kathleen		[illegible]	none	[illegible]	E00424/E00035	[illegible]
[illegible]	The 13 Deadliest Sins of Communication	COMM	Chris		[illegible]	none	Jun 96	E00233	[illegible]
[illegible]	Mission Leadership or 4 Dimensional Leadership or Real World Leadership Skills	PDEV	[illegible] Chris		[illegible]	none	Jul 97	E00515/E00359	[illegible]
[illegible]	How To Delight Your Customers for Life or Customer Svc Mgmt or How To Create a Customer 1st Culture Throughout Your Organization	OD-MGMT	Kate		[illegible]		Jan 98	E00446	[illegible]
DMAKE	Effective Decision Making Techniques	BIZ	Chris		[illegible]	[illegible]	none	none	none

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	Product	Product Category	Delivery Style			Workbook	Overheads
	[illegible] Business Planning [illegible] Reengineering [illegible] Related [illegible]					[illegible] Reengineering [illegible] Redesign and Reengineering	[illegible]
[illegible]	[illegible] Steps to Creating Empowerment and Accountability	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Skills for Emerging Leaders	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Self Esteem and Peak Performance for Women	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Management Skills for New & Prospective Managers 2 Day Version of [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Entering as a First Time Supervisor	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	The Grammar Game or Mistake Free Grammar & Proofreading [illegible]	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Setting the Tone or Taking Control of Your Workday	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Business Plan Supervision Skills or How to Become a More Effective Supervisor	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Interpersonal Communication Skills or How To Be a Better Communicator	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Fundamentals of the Internet	TECH	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Breakthrough Business Thinking	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Doing Business on the Internet	Tech	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	Image and Self Projection for Women	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]
[illegible]	How to Lead a Team	[illegible]	[illegible]	[illegible]	None	[illegible]	[illegible]

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REEL: 002234 FRAME: 0210

	Product Title	Product Category	[illegible]	[illegible]	[illegible]	[illegible]	Workbook	Overheads
	[illegible]				[illegible]		[illegible]	[illegible]
	Management and Leadership Skills for Women	[illegible]			[illegible]		[illegible]	Jan 93
[illegible]	Making Meetings Work	[illegible]			none	[illegible]	[illegible]	Sep 95
[illegible]	The One Day Management Effectiveness Seminar	[illegible]			Aug 93	[illegible]	[illegible]	Dec 93
[illegible]	Mgmt Effectiveness Seminar A 2 Day Workshop	[illegible]	[illegible]		Jun 97	[illegible]	[illegible]	Sep 97
[illegible]	Managing Multiple Projects and Responsibilities	[illegible]	[illegible]	[illegible]	Nov 95	none	[illegible]	May 97
[illegible]	Sparking Self Motivation in Your Staff or Motivating People in Today's Workplace	[illegible]	[illegible]	none	Sep 93 (Hardcopy Only)	none	[illegible]	Aug 93
[illegible]	How to Overcome Negativity in the Workplace	[illegible]	[illegible]	[illegible]	none	Aug 97	[illegible]	[illegible]
[illegible]	Criticism and Discipline Skills for Managers or How to Discipline Employees and Correct Performance Problems	[illegible]	[illegible]	[illegible]	none	Jun 95	[illegible]	Jun 95
[illegible]	How to Coach People to Perform at Their Peak or Manager as Coach	[illegible]	[illegible]	[illegible]	none	Jun 97	[illegible]	[illegible]
[illegible]	Powerful Presentation Skills	[illegible]	[illegible]	[illegible]	none	[illegible]	[illegible]	[illegible]
[illegible]	How to Excel as an Exceptional Secy or How to Excel as an Exceptional Administrative	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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	Assistant								
[illegible]	Managing Corporate Change	[illegible]	[illegible]		[illegible]		[illegible]	E00452	[illegible]
[illegible]	Managing Diversity [illegible] Print Title Managing Workplace Diversity Turning Differences into Competitive Advantages	[illegible]	[illegible]				[illegible]	E00510 Staff E00511 MGR	[illegible]
[illegible]	High Impact Communication Skills for Women	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	E00149	Apr 94
PEOP	Collaboration and Community in the Workplace	TEAM PDEV	Kate		[illegible]	[illegible] HC	Feb 95	E00141	Jul 94
[illegible]	Performance Management or How to Build a Performance Management System	MGMT	Stephen		[illegible]	1995 HC	none	E00049	1995 HC
[illegible]	How to Design Eye Catching Brochures Newsletters Ads and Reports	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Positive Thinking and Peak Performance	PDEV	[illegible]		[illegible]	[illegible]	[illegible]	E00470	[illegible]
PRESN	Business Presentations That are Captivating Credible and Convincing	BIZ	Kathleen		[illegible]	Sep 95	Jun 97	E00282	[illegible]
PRJCT PRJT2	Real World Project Management	MGMT	Jennifer Kathleen		[illegible]	none	Jun 97	E00404	Sep 97
PSALE	Proven Techniques for Closing Sales	SALES	Kate	Obsolete	Obsolete	Obsolete	Obsolete	Obsolete 154-22 HC	Obsolete Hard copies only, no date
RECPT	How to Be and Outstanding Receptionist	BIZ	Kate		[illegible]	none	Mar 92	311	[illegible]
[illegible]	Essential Business Writing Skills	BIZ	Kate		[illegible]	none	[illegible]	E00331	[illegible]
ROAD ROADD	The Road Less Traveled Seminar	PDEV	Kate		[illegible]	none	Jun 94	511	1095

	Product Title	Product Category	[illegible]	[illegible]	[illegible]	[illegible]	Workbook	Overheads
[illegible]	Life Balance Workshop for Working Women or Creating More Time in Your Life (audio Title	[illegible]	[illegible]	[illegible]	none	[illegible] 93	529	Sep-93
SEC	Beyond Secretary or Becoming an Indispensible Take Charge Assistant	BIZ	Kate	[illegible]	none	Dec 94	556	Apr 95
[illegible]	Implementing Self Directed Work Teams	TEAM	Jen	[illegible]	none	May 94	E00379	Sep-95
[illegible]	36 Ways to Make Powerful Presentations or Powerful Presentation Skills	[illegible]	Kathleen	[illegible]	none	[illegible] 94	SPEAK-E00179 PPSS E00065	Dec-94
[illegible]	The Strategic Planning Seminar or Achieving Organizational Goals Through Planning and Implementation	[illegible]	Jen	[illegible]	none	May 94	E00541	Apr-94
[illegible]	How to Make Professional Sales Presentations	SALES	Kate	[illegible]	none	Sep 94	443a	Sep 94
[illegible]	Solutions for a Simpler Life	[illegible]	Kathleen	[illegible]	[illegible]	Sep [illegible]	E00341	[illegible]
[illegible]	Stress Solutions Workshop for Women	[illegible]	Kathleen	[illegible]	none	Sep 96	E00332	[illegible]
[illegible]	Building Your Leadership Skills for Supervisors	MGMT	Chris Jen	[illegible]	Dec 97	Aug 97	E00491	Dec-97
[illegible]	The Power and Payback of Telecommuting	OD	Jen	none	May 96	Aug 96	E00206	Sep-96
TELE TELEF (full day)	Professional Telephone Skills	BIZ	Kate	[illegible] 94	none	Nov-94	E00381 (TELEF-fullday-567a)	Apr-94
[illegible]	Time Management for Unmanageable People or Time Management for the Rest of Us	TMGMT	Kate	[illegible]	Mar 96	none	E00317	[illegible]

TMDOC	The Team Doctor	TEAM	Jen				4Q96	E0C237	Oct-96
TPEXL	Tom Peters' In Search of Excellence	OD	Kate		Mar 92	none	Mar 92		Jul-93
TQMGT/ TQM2	Implementing Total Quality Management or 4 Proven Strategies for Continuous Quality Improvement	OD	Jen		Jan 94	none	Jan 94	E0C086	Aug-96
TWORK	9 Traits of Highly Successful Teams	TEAM	Jen		1/95 (incl in CG)	none	Jan 95	E00429, E00114	May-97
TWRIT	Technical Writing Skills	BIZ	Chris		Nov-95	none	Apr-96	E00171	May-96
UTURN	How to Transform Marginal Employees Into Solid Performers	MGMT	Stephen		Dec 97	Dec 97	Feb-98	E00521	2Q98
WRITE	How to Write Faster More Easily, With Greater Impact or High-Impact Business Writing	BIZ	Kate		none	none	12/94-HC	E00085	Jul-94

A/V TAPE (and associated workbook and facilitator's guide)
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Loren Ankarlo The Ankarlo Training Group Inc 250 Garnet Street Broomfield, CO 80020	9 Traits of Highly Successful Work Teams (A/V) TEAM TRAITS Implementing Self-Directed Work Teams (A/V) SMGTM Managing Today's Nonprofit Organization (A/V) NONPROFIT	CT CT LA	1
Maria Arapakis Solipower Resources, Inc. 435 St Paul St Denver, CO 80206	Confidence, Composure and Competence for Working Women CLOUT How to Speak Up, Set Limits and Say No Without Losing Your Job or Your Friends (A/V) Sexual Harassment How to Protect Yourself And Your Organization (V) HARAS	MA MA MA	2 1 1
Ralph Archbold PO Box 40178 Philadelphia, PA 19106	Ben Franklin on Leadership(V)	RA	3
Lani Arredondo 1133 N. Bungalow Lane Fresno, CA 93704	How To Overcome Negativity In The Workplace NEGAT (Narrator)	CT	
Susan M Baile, PHD 5273 Peach Way Boulder, CO 80301	High Impact Communication Skills for Women (A) PCS Building Self-Esteem in Your Child (V) BLDESTM High Impact Communication Skills (V) PCS Building Self-Esteem in Your Child (A) BLDESTM Power Communication Skills (A) High Impact Communication Skills (A) PCS	SB SB SB SB SB SB	Excl 1 2 Excl Excl Excl

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Ken Blanchard Blanchard Training & Development Inc 125 State Place Escondido, CA 92025	The One Minute Manager Live	KB	Non-excl
Ed Bliss 2220 Carolyn Street Kingsburg, CA 93631	How to Raise Happy, Confident Kids (A/V) KIDS Effektiv Arbeiten (German) Como Administrar El Tiempo Para Lograr Hacer Mas (Spanish) Getting Things Done (V)	EB EB EB EB	I Excl Excl ?
Terry Booton 3122 Enfield Point Marietta, GA 30068	Cracking New Accounts (A) NEW ACCOUNTS	TB	Excl
Richard Bloom Guardian Press 10924 Grant Rd., #225 Houston, TX 77070	Keeping Kids Safe	RB	Excl until 10/22/00 Thereafter, non-excl
Scott J. Bornstein 19700 Lull Street Winnetka, CA 91306-2675	Breakthrough Learning Skills (A) LEARNING	SB	Excl w/many restrictions
John Boswell Associates 23 E. 54th St New York, NY 10022	50 Ways to Get Hired (A) GET HIRED [John Messmer - author]	JB Associates	Excl

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Richard Brinkman R & R Productions, Inc. 4320 South Calaroga Drive West Linn, OR 97068	Customer Service Over the Phone (V)	R&R	6
Richard Brinkman R & R Seminars 4320 South Calaroga Drive West Linn, OR 97068	Life by Design (A/V) LIFE DESIGN Dealing With Difficult Customers (A/V) (Narrator)	RB CT	4
Richard Brinkman con't (Harry Fox Agency)	How to Deal with Difficult People (V) DDP How to Deal With Difficult People (A) DDP Music	RB/RK RB/RK	2
R&R Productions, inc 4320 Calaroga Drive West Linn, OR 97068	TeleCare (A/V)	RB/RK	12
James C Calano 2854 Tincup Circle Boulder, CO 80303	How to Write and Conduct Effective Performance Appraisals (A/V) APRAS How Buyers Like to Be Sold (A/V) HSOLD	JC JC/JS	2 2
Jack Canfield Self Esteem Seminars 6035 Bristol Parkway Culver City, CA 90250	Chicken Soup for the Soul - Live (V) - Audio Self-Esteem and Peak Performance (Transcript) ESTEEM Self-Esteem and Peak Performance (V) ESTEEM "Self-Esteem and Peak Performance" (A) ESTEEM	MVH/JC JC JC JC	5 2
Stephen Carline 1034 Monaco Parkway Denver, CO 80220-4649	"How to Interview and Hire the Right People" (A/V) HIRE	CT *Per Part K	2

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Richard Carlson 824 Carter Acres Lane Martinez, CA 94553 through agent Charles Benard, Agent 900 Larkspur Landing Circle Ste 226 Larkspur, CA 94939	Don't Sweat It (A)	RC	11
Gayle Carson 2957 Flamingo Drive Miami Beach, FL 33140	Making Meetings Work (A)	GC - Gave Rights Back	
Jack Chapman 511 Maple Avenue Wilmette, IL 60091	Salary Negotiations - Make $1000 a Minute (A)	JC	Excl
Michele Chik 8823 W. Ontario Ave. Littleton, CO 80123	Surviving Divorce (A/V) Train the Non-Trainer Stress Solutions Workshop For Women	MC CT Jackie Ferguson	3 Excl
Daniel Clawson Clawson Productions 348 South Jefferson Louisville, CO 80027	CTP material - composer develops musical accompaniments and subliminal recordings for audio/video recordings	DC	Excl
Dane Cleland 310 E. 44th St., #1412 New York, NY 10017	How To Design Eye Catching Brochures, Newsletters, Ads, Reports (V) PLISH (Narrator)	CT	Excl

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Patricia Cramer 2841 East Redwood Lane Phoenix, AZ 85044	Grammar for Business Professionals (V) GRAMMAR How to Prepare a Winning Proposal (A) PROPOSAL Grammar for Business Professionals (A) GRAMMAR How To Prepare A Winning Proposal (V) PROPOSAL	PC PC PC PC	6 Excl. Excl. 6
Thomas Crum 991 Ute Ave Aspen, CO 81611 Aiki Works, Inc (same as above)	The Magic of Conflict (V)	TC	7
Dearborn Financial Publishing 155 North Wacker Drive Chicago, IL 60606-1719	Money Lessons For A Lifetime (A)	Dearborn	10
Susan Dellinger 22944 Parkland Ct. Land O'Lakes, FL 34639	Psycho Geometrics (V) Psycho-Geometrics.™ PSYCHO-GEO The Science of Understanding and Influencing Other People (V) Management & Leadership Skills for Women (V) LSUPF Management and Leadership Skills for Women (A) LSUPF Power Communication Skills Political Savvy (cannot locate written contract)	SD SD SD SD SD SD	8 8 2 Excl Excl Excl
Dijkstra Literary Agency Box 4500 Del Mark, CA 92014	If I'm So Wonderful, Why Am I Still Single? (A) [Susan Page - author]	SP	Non-excl
John Patrick Dolan 2201 East Chapman Avenue Fullerton, CA 92631	Negotiate Like the Pros (V) NEGPR Negotiate Like the Pros (A) NEGPR	JD JD	1 1

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Dominick Abel Literary Agency 146 West 82nd Street, #1B New York, NY 10024	First-Time Manager FTMGR (A) [O'Hara & Iaconetti - authors]	CT	
Paulette Ensign Organizing Solutions Inc 26 Winding Lane Bedford Hills, NY 10507	101 Ideas to Organize Your Business Life (A) ORGANIZE	PE	Excl
Bee Epstein Bee Epstein Associates P.O. Box 221383 Carmel, CA 93922	Creating More Time in Your Life MORE TIME	BE	Excl.
Jack Everitt J. Everitt and Associates Inc P.O. Box 90220 Gainsville, FL 32607	Professional Supervision Skills (A/V) HISUP	JE	I
Bill Ferguson P.O. Box 541813 Houston, TX 77254	How to Heal a Painful Relationship (A) HEAL	BF	Non-excl
Jacquelyn Ferguson 2009 Buford Street Alva, FL 33920	Stress Reduction Workshop for Women (A/V) STRSF	JF	I
Debra Fine 6041 S. Moline Way Englewood, CO 80111	Fine Art of Small Talk (A)	DF	Excl

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Donna Fisher Suite 105 3000 Westlayan Houston, TX 77027	Power Networking (A) NETWORK	DF	Non-excl
Lisa Ford 140 Seville Chase Pkwy Atlanta, GA 30328	How to Give Exceptional Customer Service (A/V) CUSTS Developing a Customer Retention Program (V) RETEN Building a Customer-Driven Organization - The Manager's Role BLD CUST Why Customers Leave & How to Get Them to Stay (V) CUST STAY Personal Power Customer Service For Cable Operators (V) Exceptional Customer Service 2000 (A/V)	LF LF LF LF LF LF LF	1 1 1 1 Excl 6 1
Susan Freeman 7 Tremont Ave Amesbury, MA 01913	Facilitation Skills (V) (Narrator)	CT	
Brigitta Gold Schwedenstr. 70-D Munich, Germany 80805	Die Stresshremse (Dealing with Stress) (A)	BG	Excl
Steven Green 242 Brewer St Northboro, MA 01532	Job Search Mastery (A)	SG	Non-excl
Judy Greenan 1999 Hardscrabble Pl Boulder, CO 80303	Total Fitness for Busy Professionals (V)	JG	1

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Eugene B Griessman Griessman & Associates Inc 505-1421 Peachtree St., NE Atlanta, GA 30309 McGraw-Hill, Inc 11 W. 19th Street New York, NY 10011	Lincoln on Communication (V) Time Tactics of Very Successful People (A) TIME TACTICS	EG EG	9 Non-excl
Mark V Hansen 711 W 17th St., Unit D-2 Costa Mesa, CA 92627	Chicken Soup for the Soul - Live (V) 38 Proven Ways to Close That Sale (V) Prospecting and Networking for Qualified Sales Leads SALES LEADS	MVH/JCanfield MVH MVH	5 1 Excl
Verne Harnish Cameron Development P.O Box 2073 Boulder, CO 80306	Creativity and Innovation (V) CREATIVITY Controlling Interruptions: How to Free Up an Hour a Day (V) INTERUP Total Quality Management: The Basics, A How-To Workshop for Professionals Committed to the Quality Revolution (A/V) TQM	VH VH VH VH	1 1 Excl 1
Dr George Hartlaub Ste. 203 469 S. Cherry St Denver, CO 80222	How To Be A Better Father BETTER FATHER (A)	GH	Excl
Claudia Hovermann Kastanienweg 2 [illegible]555 Lippstadt Germany	How To Move Up The Career Ladder for Women (A) (German language)	CH	6
Mark Howard 1034 Monaco Pkwy Denver, CO 80220	How to Make Cross-Functional Teams Work (A/V) TEAMX	CT	1

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Shaughnessy Howell P.O. Box 24010 Kitchener ON N2M 5P1 Canada	The Manager as Coach (A/V) COACH Cultivating Initiative (A/V) INITIATV	SH SH	2 2
Linda Hughes 620 Mountain Brooke Circle Stone Mountain, GA 30087	Business Etiquette (A/V) ETIQUITTE	LH	2
Ab Jackson 11860 N. Joi Drive Tucson, AZ 85737	How To Organize Your Life & Get Rid of Clutter CLTTR (Narrator)	CT	
Larry Johnson Larry Johnson & Associates 9070 N. 82nd Street Scottsdale, AZ 85258	Project Management (A/V) PROJ MGMT Communication Skills for Technical Professionals	LJ LJ	2 Excl.
James Kennedy Success Seekers, Int'l 2479 Westminster Blvd. Windsor, ON N8T 2X9	Mission Success(V) MISSION	JK	6
Mickey Kinder Suite 100 2516 Brookside Pkwy North Drive Indianapolis, IN 46201	Motivating People in Today's Workplace (V) MOTV8 Motivating People in Today's Workplace (A) MOTV8 Collections - "Proven Collection Strategies" (A/V)	MK MK MK	6 Excl 2
Dr. Richard Kirschner R & R Seminars P.O. Box 896 Ashland, OR 97520	Happiness of Pursuit (V) HAPPY How to Find and Keep a Mate (V) FIND MATE How To Find and Keep a Mate (A) FIND MATE	RK RK RK	2 2 Excl

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Liah Krafl-Kristaine 1005 Dove Creek Ct Antioch, TN 37013	30 Days to Happiness (A)	LK	6
Walt Lacey 7210 W 99th St Overland Park, KS 66212	How to Discipline Employees and Correct Performance Problems(A) NPERF	WL	Excl.
Robert and Jeanette Lauer 18147 Sun Marden Ct San Diego, CA 92127	How To Have a Happy Marriage (A)	R&JL	Excl.
Richard Lohr Inst of Mgmt & Sales Technique 213 Fishneck Landing Road Gratton, VA 23692-3122	Succeeding as a First Time Manager FTMGR Management Skills (A/V) Taking Control of Your Workday (A/V) TIME MGMT How to Delegate Work and Ensure It's Done Right (V) DELL Delegating Wie Man Aufgaben Delegiert (Ger) Como Aprendar Y Delegar Y Asegurar Un Trabajo Bien Hecho (Span)	DL DL DL DL DL DL DL	6 Excl. 2 1 Excl. Excl. Excl
Diane & Julia Loomans P.O. Box 1203 Solana Beach, CA 92075	Full Esteem Ahead	D&JL	Excl
[illegible] in Lust [illegible]269 [illegible]0 W Brown Deer Rd. Milwaukee, WI 53209	Financial Fitness (A)	KL	Excl

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Hans-Peter Luz Jahnstr 40 Germering, Germany 8211	Potentiale im Unbewußten entfalten - Lernen in Entspannung (Learning in Relaxation) (A)	HPL	Excl.
Sarita Maybin-Anderson #308 73 Bishopgate Dr Cincinnati, OH 45246	How To Discipline Employees & Correct Performance Behaviors (Narrator)	CT	
Sandy McKenzie & Associates Inc P O Box 80334 Chattanooga, TN 37411	How to Be An Outstanding Medical Receptionist (A) HEALTH How to Be An Outstanding Receptionist (A) RECPT How to Be An Outstanding Receptionist (V) RECPT	SM SM SM	Excl Excl 2
Ronald Meiss 1156 West 103rd Kansas City, MO 64114	Building a Customer-Driven Organization The Manager's Role (A/V) BLD CUST Effective Listening Skills EFF LISTEN How To Listen Powerfully POWER LISTEN	RM RM RM	2 Excl Excl.
Roger Mellott P.O. Box 1541 Covington, LA 70434-1541	Surviving Divorce Stress Management for Women, Stress Skills for Turbulent Times (A) STRS REP The Courage to See Clearly (A/V) COURAGE Enhancing Intimacy INTIMACY Stress Management for Professionals (V) STRS MGMT Stress Management for Professionals (A) STRS MGMT	RM RM RM RM RM RM	Excl Excl. 2 Excl 1 Excl
[illegible]om Miller [illegible]nfair Advantage Group [illegible]00 Manlius Station [illegible]anlius, NY 13104	Self-Discipline and Emotional Control (A/V) CALM	TM	2

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Stephanie Miller Cards Partnership 13520 Byrnwood Lane Ft Myers, FL 33912	Release Yourself From Guilt	SM	Excl
Melanie Mills 4419 S Andes Way Aurora, CO 80015	How to Lead a Team (A/V) LEADR (Narrator)	CT	
Ivan REP Misner 1341 Ancona Drive LaVerne, CA 91750	Networking	IV	Excl
W Mitchell 813 E Anapamu, Ste 3C Santa Barbara, CA 93103	Choices and Responsibilities (A/V)	WM	1
Steve Moidel 2143 Wimbledon Circle Westlake Village, CA 91361	Speed Reading (A/V) SPDRD Memory Power MEMORY	SM SM	2 Excl
Fred Moore Personalized Accounting Service Inc. 1550 Darley, Suite 12 Boulder, CO 80303	Practical Budgeting Skills (V) BUDGET Finance for Non-Financial Professionals (A/V) FINANCE	FM FM	2 2
Bonnie Moore 2048 Birkdale Avenue Upland, CA 91784	Business Writing Skills (A/V) BIZ (Narrator - See also Debra Smith) High-Impact Business Writing (A/V) WRITING 13 Deadly Sins of Communication (A/V)	CT RM CT	 2

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Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Moroski Ventures 6690 Roswell road Building 310, Suite 356 Atlanta, GA 30328	Stay Hungry (A)	SM	13
Michelle Murphy 36 Sunview Ave San Anselmo, CA 94960	Performance Appraisals (Narrator & Dev.)	CT	
Lauree Olsen 634 West 1220 South Provo, UT 84601	How To Handle Employees With Attitude Problems BADAT	TO	Excl
Sheila Paxton 5247 Olde Stage Rd. Boulder, CO 80302	How to Lead a Team LEADR (Narrator)	CT	
Sheila Paxton 5247 Olde Stage Rd. Boulder, CO 80302	Customers for Life (V)	SP	10
Scott M. Peck, M.D. RFD 1 Bliss Road New Preston, CT 06777 Simon & Schuster, Inc. 1230 Ave. of the Americas New York, NY 10020	The Road Less Traveled ROAD Term: 5-14-92 to 5-14-97 and automatically extended until terminated by either party w/60 days' notice	SP	Non-excl.

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Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Charles Pellerin International Leadership 220 Mohawk Drive Boulder, CO 80303-3650	4-Dimensional Leadership (V)	CP	6
Dean E. Potter 7805 Bayview Ave Suite 1307 Thornhill, ON L3T 7N1	Motivational Recharge (V)	DP	2
A. Rae Price 4301 Brookridge Drive Shawnee Mission, KS 66205	Vocabulary Builder Basic Vocabulary Builder	RP RP	Excl. Excl.
Carol Price Unlimited Dimension In Training, Inc. P.O. Box 8731 Reddington Beach, FL 33738	21 Days To Self-Discovery (A)DISCOVERY Assertiveness Training (A/V) ASSERT How to Present a Professional Image (A/V) IMAGE Story Songs: Cooperation & Respect / Self Esteem Story Songs: School Skills / Be The Best You Can Be Story Songs: Getting Better at Getting Along (A) Story Songs: Brain Power (A) 2-Minute Miracles (A)	CP CP CP CP CP CP CP CP	Excl. 1 2 Excl. Excl. Excl. Excl. Excl.
Donna Quiller 4800 Savannah Pl. Boulder, CO 80301	Recharging Your Career (A)	KQ	4
Vivian Quiring [illegible] Roanoke Road 1002 Don Mills ON M3A 1E7 Canada	Building and Maintaining High Energy (A) Relaxation With Imagery & Music (A)	VQ VQ	Excl. Excl.

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Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Helga A. Rhode, Psy.D. Consulting and Training 2611 South Chase Lane Lakewood, CO 80227	Der weg zu ausgezeichnetem Kunderservice (A) Dealing With Conflict and Confrontation (A/V) CFLCT Negotiation (German) (A) Assertiveness Training for Professionals (V) ATI Assertiveness Training for Professionals (A) ATI	HR HR HR HR HR	Excl. 2 Excl. 2 Excl.
Jeff Salzman 165 Barcelona Boulder, CO 80303	How Buyers Like to Be Sold (A/V) BSOLD Self Empowerment (A) xref Zerr EMPOWER Self Empowerment (A) EMPOWER How to Get Results With People	JC/JS JS JS JS	2 Excl. Excl. Excl.
Mark Sanborn 677 South Williams Road Denver, CO 80209	How to Manage Your Time, Energy & Relationships (A) Mastering Change (V) CHANGE High-Impact Leadership (A/V) PCS Creating Teamwork Team Building (& Team Entwickling - German)	MS MS MS MS MS	Excl. 2 2 Excl. Excl.
Jack Schlatter P.O. Box 577 Cypress, CA 90630	Gifts By The Side of The Road (V)	JS	5
Sally Scobey [illegible]2 Lindsay Lane [illegible]est Dundee, IL 60118	Focused Listening Skills (A/V) FOCUS LISTEN Profitable Publicity (A)	SS SS	2 Excl
[illegible]ck Seymour [illegible]05 W. Radcliff Ave. Denver, CO 80236	Practical Coaching Skills (A/V) COACH (Narrator)	CT	

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TRADEMARK

Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Joan R. Shapiro, M.D. 3773 Cherry Creek No. Dr. Suite 225 Denver, CO 80209	Men: A Translation for Women (A) c/o Faith Hamlin, Agent Sanford, Greenburger & Assoc. 55 5th Avenue New York, NY 10003	JS	Excl
Cathy Shaughnessy 207 Herbert St. Waterloo, ON M2J 1T7	Active Listening Skills for Managers (A/V) Cultivating Initiative (A/V)	SH SH	2 2
Debra Smith 6804 Beauford Drive Austin, TX 78750	Professional Telephone Skills II (V) TELE Powerful Presentation Skills (A/V) PRESENTATION Proofreading and Editing Skills (A/V) PROOF Professional Telephone Skills I (A) TELE How to Excel as a Professional Office Manager (A) OFFICE Professional Telephone Skills TELE Business Writing Skills (V) BIZ Business Writing Skills BIZ	DS DS DS DS DS DS DS DS	2 2 2 Excl. Excl. Excl 2 Excl.
Steven Smith The Kimball Group 623 E 2100 South Salt Lake City, UT 84119	Getting It (A)	SS	Excl
Robbe Sommer CB.U. 237 W. Avenue Alessandro San Clemente, CA 92672	How to Set and Achieve Goals Video (A/V) GOALS	SS	2
Michael Staver #5911 23411 Summerfield Aliso Viejo, CA 92656	21 Ways to Diffuse Anger and Calm People Down (A/V) 25TEC (Narrator)	CT	

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Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Klaus Steinke Sonnenberghstr 5a D-70563 Stuttgart, Germany	Professionelles Verhalten an Telefon(A)	Debra Smith	Excl
Joyce Sullivan Professional Development System 9163 West 102nd Terrace Overland Park, KS 66212	Professional Telephone Skills I (A) TELI OBSOLETE Volume I co-author with Debra Smith	JS	Excl
Debra Sutch c/o Joseph A Sutch (for the estate of Debra Sutch) 542 Woodland Road Coal Center, PA 15423 724-239-5106	Interpersonal Communication Skills (A/V) INCOM Beyond Secretary (A/V) SEC	CT DS	2
Helen Sutton 1052 Madison St. Denver, CO 80206	What's So Funny About Work (V) FUNNY How to Be a Better Trainer (V) TRAINER Proof-reading and Editing Skills PROOF How to Speak Without Fear or Nervousness (V) (Narrator) How to Speak Without Fear or Nervousness (A)	HS HS HS CT HS	2 2 Excl Excl
Carol Tavris Lescher and Lescher LTD Irving Place New York, NY 10003	Controlling Anger	Tavris	
Cross-Cultural Communications 4385 48th Street San Diego, CA 92115 Attn Sandra Thiederman	Making Diversity Work	CCC	3

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Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Carole Copeland Thomas Ste 154. 335 Washington St. Woburn, MA 01801	Diversity (V)	Thomas	
TPG Communications Attn: Pat Reardon 555 Hamilton Avenue Palo Alto, CA 94301	Tom Peters Live (A) Tom Peters Live II (A)	TP TP	Non-excl Non-excl
Evelyn Tribole 448 S. Canon, Ste 204 Beverly Hills, CA 90212	Eating on the Run(A)	ET	Excl.
Nancy VanWechel Benchmark Computer Training Systems 4810 W. 80th Ave. Westminster, CO 80030	Windows '95 (V)	NV	6
Denis Waitley P.O. Box 197 Rancho Santa Fe, CA 92067 Nightingale Conant Corp.	Dennis Waitley Live on Winning WAITL (V)	DW Nightengale/Conant	2 Non-excl
George Walther Suite 199 4947 Coal Creek Parkway SE Renton, WA 98056	Power Talking POWER TALK	GW	Non-excl

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Licensor or Narrator (under work-for-hire contract). If person/entity name below does not own Content, then the contract is a work-for-hire and owned by CareerTrack	Content	Content Owned By	License Grant to CareerTrack
Julie White Julie White & Associates 1101 E. Robinson El Paso, TX 77902	Building Self Esteem in Your Daughter (A) DAUGHTER The Psychology of Self Esteem SELF-ESTEEM Image and Self-Projection (A/V) ISP	JW JW JW	Excl Excl 2
Orvel Ray Wilson c/o Wilson Associates Inc. 34316 Gap Road Golden, CO 80403	Selling Like the Pros	ORW	Excl
Susan Fowler Woodring 750-123 State Street San Diego, CA 92101	Overcoming Procrastination (V) PROCRAST Mentoring (A/V) Overcoming Procrastination PROCRAST	SW SW SW	2 2 Excl
Bryan Zerr 850 35th Street Boulder, CO 80303	Self Empowerment EMPOWER	BZ	Excl

LICENSE GRANT

1. The term "Recording" shall include phonorecords, audio tapes and discs, audio-video tapes and discs, and any other similar recording based upon, derived or adapted from, or identical to the Licensed Material. The term "Recording" shall also mean accompanying printed material, if developed, and the edited transcript of the tape Recording.

2. (A) Licensor hereby grants to Licensee and its affiliated companies, successors, representatives and assigns the exclusive, worldwide right and license to reproduce, distribute, publicly display, modify, create, translate, edit and otherwise use the Licensed Material in connection with Licensee's manufacturing, marketing and distribution of the Recording. (B) The term "Recording" shall include phonorecords, audio tapes and discs, audio-visual tapes and discs and any other similar recording based upon, derived or adapted from, or identical to the Licensed Material

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3. Licensor grants to Career Track, its successors and representatives, the exclusive, worldwide license to (i) digitize and analogue the Content and combine such versions with other digitized and analogued images, photographs, animations, video, audio, text and other content (ii) modify and re-arrange the Content as necessary or desirable, (iii) reproduce, manufacture, market, advertise, distribute copies by sale or otherwise (except Licensor may distribute to end users), and (iv) create a television production of the Recording by or through broadcast or cable television, direct broadcast satellite, satellite master antennae or any microwave, narrowband or broadband distribution system, and (v) publicly display and perform the Recording.

4. Licensor grants to Career Track, its successors and representatives, worldwide license to (i) sound record the Content and combine such versions with other audio, text and other content (ii) modify and re-arrange the Content as necessary or desirable, (iii) reproduce, manufacture, market, advertise, distribute copies by sale or otherwise (except Licensor may distribute to end users), and (iv) publicly perform the Recording.

5. Licensor grants to CareerTrack, its successors and representatives the (1) non-exclusive, world-wide license to (i) produce and reproduce, (ii) distribute copies by sale or otherwise (except as limited in subparagraph (C), below), (iii) publicly perform and (iv) publicly display the Recordings, and (2) the exclusive license to reproduce, distribute and publicly display and perform the Recordings using the title "Chicken Soup For The Soul Live." (subparagraph (C) refers to the audio).

6. In connection with the Licensed Material, Licensor grants to CareerTrack, its successors and representatives, the exclusive, worldwide license to (i) produce and reproduce a Recording, defined in 1 (B), below, (ii) prepare derivative works in the form of a workbook, Recording transcript and facilitator's guide, defined in 1 (B), (iii) distribute copies by sale or otherwise (except Licensor may sell to end users), (iv) publicly perform and (v) publicly display the Recording. CareerTrack may sell or distribute the workbook, transcript or facilitator's guide with the Recording or independently of the Recording. (subparagraph (B) refers to the workbook, transcript and facilitator's guide).

7. Licensor grants to CareerTrack, its successors and representatives, the exclusive, worldwide license to (i) digitize and analogue the Content and combine such versions with other digitized and analogued images, photographs, animations, video, audio, text and other content to create a Recording, (ii) modify and re-arrange the Content as necessary or desirable to create a Recording, (iii) reproduce, manufacture, market and advertise the Recording, (iv) produce a translated version of the Recording, (v) publicly display and perform the Recording, and (vi) distribute copies by sale or otherwise to persons and organizations via "back-of-the-room" seminar sales and direct mail, except Crum shall have the personal right to use any method of distribution to sell the Recording to end users. CareerTrack shall have the non-exclusive right to sell the Recording via telemarketing and retail.

8. Licensor grants to CareerTrack, its successors and representatives, the exclusive, worldwide license to (i) digitize and analogue the Content and combine such versions with other digitized and analogued images, photographs, animations, video, audio, text and other content (ii) modify and re-arrange the Content as necessary or desirable, (iii) reproduce, manufacture, market, advertise, distribute copies by sale or otherwise (except Licensor may distribute to end users), (iv) create a television production of the Recording by or through broadcast or cable television, direct broadcast satellite, satellite master antennae or any microwave, narrowband or broadband distribution system, (v) publicly display and perform the Recording, and (vi) use the name, Psycho Geometrics in connection with the Recording.

9. Licensor hereby grants to CareerTrack and its successors and representatives the exclusive, worldwide right and license to reproduce, distribute (except Licensor may distribute to end users), translate, publicly display, edit and otherwise use the Licensed Material in connection with the manufacture, production,

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marketing and distribution of a Recording. Nothing herein shall restrict or otherwise prohibit Licensor from producing or marketing the Licensed Material for T.V., cable, audio recording (phonorecords) or books using the title "Lincoln On Communication." In addition, nothing herein shall restrict or prohibit Licensor from producing or marketing other audiovisual recordings using elements or portions of the Licensed Materials, as long as the same or substantially the same title is not used.

10. Licensor grants to CareerTrack, its successors and representatives, the worldwide exclusive license to (i) video and sound record the Content by digital, analogue and other means, and combine such versions with other images, photographs, animations, video, audio, text and other content, (ii) modify and re-arrange the Content as necessary or desirable, (iii) reproduce, manufacture, market, advertise, distribute copies by sale or otherwise (except Licensor may distribute to end users pursuant to paragraph VIII), and (iv) create a Facilitators' Guide based on the Content.

11. Carlson grants to CareerTrack, its successors and representatives, the exclusive, worldwide license to digitize and analogue the content and combine such versions with other digitized and analogued audio content, modify and re-arrange the Content as necessary or desirable, reproduce, manufacture, market, advertise, distribute copies by sale or otherwise (except Carlson may distribute to end users), and publicly display and perform the Recording.

12. Licensor grants to CareerTrack, its successors and representatives, the exclusive, worldwide license to (1) analogue the Content and combine such versions with other audio and other content (2) modify and re-arrange the Content as necessary or desirable, (3) reproduce, manufacture, market, advertise, distribute copies by sale or otherwise (except Licensor may distribute to end users), (4) create a television production of the Recording by or through broadcast or cable television, direct broadcast satellite, satellite master antennae or any microwave, narrowband or broadband distribution system, and (5) publicly perform the Recording.

13. Licensor grants to CareerTrack, its successors and representatives, the exclusive, worldwide license to (1) reproduce, manufacture, market, advertise and distribute the Content via Recordings (except Licensor may distribute to end users), (2) combine such versions with other audio content, (3) modify and re-arrange the Content as necessary or desirable, and (4) publicly display and perform the Recording.

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Certain License Agreements
(Attachment to Exhibit O)
December 31, 1998

Seminar License Agreements

1	BTD	No assignment allowed
2	Cross-Cultural Communications	No assignment allowed
3	Fisher, Donna	No assignment allowed
4	Gaebler, Ted and David Osborne	No assignment allowed
5	Griessman, Eugene	No assignment allowed
6	McGee-Cooper, Ann	No assignment allowed
7	Moidel, Steve	No assignment allowed
8	O'Hara and Iaconetti	No assignment allowed
9	Peck, M. Scott	No assignment allowed
10	TPG Communications	No assignment w/o prior written consent
11	Waitely, Denis	No assignment allowed
12	Walther, George	No assignment allowed
13	Carlson, Richard	No assignment provision

Audio/Video Recording Agreements

1	Ankarlo Training Group	May assign rights, but not obligations
2	Arapakis, Maria – Audio	May assign rights, but not obligations
3	Arapakis, Maria – Recording	No assignment w/o prior written consent
4	Archbold, Ralph	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
5	Arrendondo, Lani	CT may assign
6	Baile, Susan	No assignment allowed
7	Baile, Susan – Book contract	CT may assign
8	Baile, Susan	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
9	Blanchard, Kenneth	May assign rights, but not obligations, w/ notification to party

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10	Bliss. Ed	May assign rights. but not obligations
11	Booten, Terry	May assign rights. but not obligations. unless part of sale of sub. all assets/stock
12	Bornstein. S.	CT may assign. as long as assignee agrees to obligations
13	Boswell. John	May assign rights. but not obligations
14	Brinkman. Rick Dr.	May assign rights. but not obligations. unless part of sale of sub. all assets/stock
15	Calano. James	May assign rights. but not obligations
16	Cameron Development	May assign rights. but not obligations. unless part of sale of sub. All assets/stock
17	Canfield, J	May assign rights. but not obligations. w/ notification to party
18	CARDS	May assign rights, but not obligations
19	Carline. Steve	May assign rights. but not obligations
20	Carlson. Richard	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
21	Chapman. Jack	May assign rights. but not obligations
22	Chik. Michele	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
23	Ciego Productions	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
24	Cleland. Jane	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
25	Cramer. Pat	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
26	Crum. Thomas	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
27	Dearborn Financial Publishing	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI

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28	Dellinger, Susan	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
29	Dellinger, Susan (2 contracts)	May assign rights, but not obligations
30	Dolan, John P.	May assign rights, but not obligations, w/ notification to party
31	Edwards, Paul	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
32	Epstein, Bee	May assign rights, but not obligations, w/ notification to party
33	Everitt, Jack M.	May assign rights, but not obligations
34	Fergerson, Bill	May assign rights, but not obligations
35	Ferguson, Jacquelyn	May assign rights, but not obligations
36	Ferguson, Jacquelyn	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
37	Fey, Gudrun	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
38	Fisher, Donna	May assign rights, but not obligations
39	Ford, Lisa (2 contracts)	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
40	Ford, Lisa	May assign rights, but not obligations, w/ notification to party
41	Ford, Lisa	May assign rights, but not obligations
42	Freeman, Susan	CT may assign
43	Gold, Brigette	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
44	Green, Stephen	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
45	Greenan, Judith	May assign rights, but not obligations, w/ notification to party
46	Griessman, Eugene	No assignment allowed
47	Guardian Press	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
48	Hans, Peter	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
49	Hansen, Mark	May assign rights, but not obligations

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50	Harnish, Verne	May assign rights, but not obligations
51	Hartlaub, George	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
52	Health Communications	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
53	Hovermann, Claudia	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
54	Howard, Mark	May assign rights, but not obligations
55	Howell, Shaugnessey	May assign rights, but not obligations
56	Hughes, Linda	May assign rights, but not obligations
57	Jackson, Abe	CT may assign
58	Johnson, Larry	May assign rights, but not obligations
59	Kimball Group	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
60	Kinder, Larry	May assign rights, but not obligations
61	Kinder, Mickey	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
62	Kirschner, Richard	May assign rights, but not obligations
63	Kraft-Kristane, Liah	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
64	Lacey, Walt	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
65	Lauer, Jeanette	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
66	Leitner, Brigette	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
67	Lohr, Dick	May assign rights, but not obligations
68	Lohr, Dick	May assign rights, but not obligations, w/ notification to party
69	Loomans, Julie	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
70	Lust, Kevin	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI

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71	Magee.Jeff	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
72	Maybin, Sarila	CT may assign
73	McKenzie, Sandy	May assign rights, but not obligations
74	McKenzie, Sandy	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
75	Meiss, Ron	May assign rights, but not obligations
76	Mellot, Roger	May assign rights, but not obligations
77	Mellot, Roger	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
78	Miller, Tom	May assign rights, but not obligations
79	Mills, Melanie	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
80	Mitchell, W.	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
81	Moidel, Steve	May assign rights, but not obligations
82	Moidel, Steve	May assign rights, but not obligations, w/ notification to party
83	Moore, Fred	May assign rights, but not obligations, unless part of sale of sub. all assets/stock
84	Moore, Ronnie	CT may assign
85	Moore, Ronnie (Travel Smart)	No assignment w/o consent
86	Moroski Ventures International	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
87	Murphy, Michelle	CT may assign
88	Olsen, Laurie	May assign rights, but not obligations
89	Organizing Solutions	May assign rights, but not obligations
90	Paxton, Sheila - Audio	May assign rights, but not obligations
91	Paxton, Sheila - Video	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
92	Peak Productions	No assignment w/o prior written consent, unless to "affiliate" controlled by TCI
93	Potter, Dean	May assign rights, but not obligations
94	Price, Carol	May assign rights, but not obligations

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95	Price. Carol (3 contracts)	May assign rights. but not obligations. unless part of sale of sub. all assets/stock
96	Price. Rae	May assign rights. but not obligations. w/ notification to party
97	Quiller, Kenna	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
98	Quiring. Vivian	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
99	Quiring. Vivian	May assign rights. but not obligations
100	R & R Productions	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
101	Rhode. Helga	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
102	Rhode, Helga	May assign rights. but not obligations. w/ notification to party
103	Rhode. Helga (3 contracts)	May assign rights. but not obligations
104	Salzman. Jeff	May assign rights. but not obligations
105	Sanborn, Mark	May assign rights. but not obligations. w/ notification to party
106	Sanborn. Mark	May assign rights. but not obligations. unless part of sale of sub. all assets/stock
107	Sanborn. Mark (3 contracts)	May assign rights. but not obligations
108	Schlatter. Jack	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
109	Scobey. Sally	May assign rights. but not obligations
110	Seymour. Rick	May assign rights. but not obligations
111	Shapiro. Joan	May assign rights. but not obligations. unless part of sale of sub. all assets/stock
112	Simon & Schuster	No assignment w/o prior written consent
113	Smith, Debra	May assign rights, but not obligations, w/ notification to party
114	Smith. Debra (4 contracts)	May assign rights. but not obligations
115	Sommer, Bobbe	May assign rights, but not obligations, w/ notification to party

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116	Steinke. Klaus	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
117	Stover. Michael	CT may assign
118	Success Seekers	May assign rights. but not obligations. unless part of sale of sub. All assets/stock
119	Sullivan. Joyce	May assign rights. but not obligations
120	Sutch Associates	May assign rights. but not obligations
121	Sutch. Debra	May assign rights. but not obligations
122	Sutton. Helen	May assign rights. but not obligations
123	Tavris. Carol	No assignment w/o prior written consent. unless sale or merger
124	Thomas. Carole Copeland	May assign rights. but not obligations
125	TPG	May assign rights. but not obligations
126	Tribole. Evelyn	No assignment w/o prior written consent. unless to "affiliate" controlled by TCI
127	Waittey. Denis	No assignment allowed
128	Walther. George	May assign rights. but not obligations
129	Wilson Orvel	May assign rights. but not obligations. w/ notification to party
130	Wooding. Susan	May assign rights. but not obligations

Freelance, **Training Development, Manual, and Book Agreements**

1	Barprep. Inc.	May assign rights. but not continuing royalty obligations
2	Cleland. Jane	May assign rights. but not continuing royalty obligations
3	Cramer. Pat and Debra Smith	May assign rights. but not continuing royalty obligations

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SCHEDULE IV TO THE SECURITY AGREEMENT

PATENTS

1. None.

SCHEDULE V TO THE SECURITY AGREEMENT

TRADEMARKS

1. Trade names:
   - CareerTrack
   - CareerTrack, Inc.
   - CareerTrack Seminars
   - CareerTrack Publications
   - CareerTrack International
   - Execulists
   - Career Track Managed Lists
   - CTML
   - CareerTrack CareerStore

2. Internet domain name
   - www.careertrack.com

3. Trademarks:
   - See attached listing entitled "CareerTrack, Inc.'s Trademark Applications and Registrations.

4. Trade Dress:
   - Includes all of Sellers' designs, drawings, artwork and other commercial impressions that fall within the definition of trade dress.

5. See also the attached lists of U.S. and foreign trademarks for Pryor Resources, Inc.

Pryor Resources Inc.'s Trademark Applications and Registrations

A. Pryor Sub One, Inc. shall acquire the following Trademarks on January 28, 1999:

(1) United States

Registered Owner: Pryor Resources, Inc.

Mark	***Registration No.***	***Registration Date***
Evelyn Wood Reading Dynamics and Design	1,389,835	4/15/86
Reading Dynamics	1,398,926	6/24/86
Evelyn Wood	1,401,622	7/15/86
Design Only	1,448,437	7/21/87
Design Only	1,450,098	7/28/87
Frequent Pryor Club	1,466,749	11/24/87
The Exceptional Assistant	1,735,879	11/24/92
Fred Pryor	1,740,293	12/15/92
Evelyn Wood Study Dynamics	1,804,387	11/16/93

(2) Other Jurisdictions

Mark	***Jurisdiction***	***Registration No.***	***Registration Date***
Reading Dynamics	Canada	TMA248,358	7/25/80

CareerTrack, Inc.'s Trademark Applications and Registrations

A. Pryor Sub Two, Inc. shall acquire the following Trademarks on January 28, 1999:

(1) United States

Registered Owner: Careertrack, Inc.

Mark	***Registration No.***	***Registration Date***
Careertrack	1,295,077	9/11/84
Careertrack Careerstore	1,386,325	3/11/86
Careertrack	1,551,851	8/15/89
Careertrack	1,565,552	11/14/89
In a Pinch	2,049,081	4/1/97
In a Pinch (and Design)	2,050,829	4/8/97
Welcome to the Training Center of the World Wide Web	2,061,012	5/13/97
Telecare	(75/361,426) (Pending)	9/23/97 (Filed)

(2) Other Jurisdictions

Mark	***Jurisdiction***	***Registration No.***	***Registration Date***
Careertrack (word)	Australia	A425101	4/11/85
Careertrack (word)	Australia	A476490	11/16/87
Careertrack (word)	Australia	A476491	11/16/87
Careertrack (word)	Austria	147 586(Int'l Class 41)	6/9/93
Careertrack (word)	Austria	147 586 (Int'l Class 16)	6/9/93
Careertrack (word)	Austria	147 586 (Int'l Class 9)	6/9/93
Careertrack (word)	Benelux	456452 (Int'l Class 41)	9/1/89
Careertrack (word)	Benelux	456 452 (Int'l Class 16)	9/1/89
Careertrack (word)	Benelux	456 452 (Int'l Class 9)	9/1/89
Careertrack (word)	Canada	360,319	9/15/97
Careertrack (word)	Canada	359,982	9/1/89
Careertrack (word)	Denmark	1941/1990	3/23/90
Careertrack (word)	Finland	131584	4/5/94
Careertrack (word)	France	1578521	3/2/90
Careertrack (word)	Hong Kong	B528/92	2/14/92
Careertrack (word)	Hong Kong	8601/1997	8/27/97
Careertrack (word)	Hong Kong	N/A	Pending
Careertrack (word)	Indonesia	262267	8/29/90
Careertrack (word)	Ireland	125708	10/9/87

Careertrack (word)	Ireland	130414	1/11/89
Careertrack (word)	Malaysia	5038/87	10/27/87
Careertrack (word)	Malaysia	N/A (Will file upon implementation of service mark registration in Malaysia)	N/A
Careertrack (word)	New Zealand	191149	2/23/89
Careertrack (word)	New Zealand	191148	2/23/89
Careertrack (word)	New Zealand	191147	2/23/89
Careertrack (word)	Puerto Rico	31,643	8/21/92
Careertrack (word)	Puerto Rico	31.641	8/21/92
Careertrack (word)	Singapore	B5205/87	10/26/87
Careertrack (word)	Sweden	226250	9/16/91
Careertrack (word)	U.K.	B1370455	1/18/89
Careertrack (word)	U.K.	B1370456	1/18/89
Careertrack (word)	U.K.	B1287329	10/6/86
Careertrack (word)	West Germany	1 158 306	2/25/89

ANNEX 1 TO THE SECURITY AGREEMENT

FORM OF PERFECTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of January 25, 1999, among Pryor Sub One, Inc. (to be known as Pryor Resources, Inc.), the lenders from time to time party thereto, Dresdner Bank AG, New York and Grand Cayman Branches, as Documentation Agent, The Bank of Nova Scotia, as Syndication Agent, and The Bank of New York, as Administrative Agent (as amended, supplemented or otherwise modified from time to time, the ***"Credit Agreement"***). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement (as defined in the Credit Agreement).

The undersigned, a Financial Officer, of the Borrower, hereby certify to the Administrative Agent and each other Secured Party as follows:

1. ***Names.***

(a) The legal name of each of the Grantors and the Parent, as such name appears in its organizational documents, is as follows:

(b) Set forth below is each other legal name each of the Grantors and the Parent has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, none of the Grantors or the Parent has changed its identity or organizational structure in any way within the past five years. Changes in identity or organizational structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include in Schedule 1 hereto the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each of the Grantors and the Parent or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each of the Grantors and the Parent.

2. ***Current Locations.***

(a) The chief executive office of each of the Grantors and the Parent is located at the address set forth opposite its name below:

Grantor/Parent	Mailing Address	County	State

(b) Set forth below opposite the name of each Grantor are all locations where it maintains any books or records relating to any Accounts Receivable or Pledged Debt (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Grantor	Mailing Address	County	State

(c) Set forth below opposite the name of each Grantor are all the material places of its business not identified in paragraph (a) or (b) above:

Grantor	Mailing Address	County	State

(d) Set forth below opposite the name of each Grantor are all the locations where it maintains any Collateral not identified above:

Grantor	Mailing Address	County	State

(e) Set forth below opposite the name of each of the Grantors and the Parent are the names and addresses of all persons other than such Grantor or the Parent, as applicable, that have possession of any of its Collateral:

Grantor/Parent	Name of Other Person	Mailing Address	County	State

3. ***Unusual Transactions.*** All Accounts Receivable and Pledged Debt have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. ***File Search Reports.*** Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings

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described in Section 4.16 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. ***UCC Filings.*** Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor or the Parent has Collateral as identified in Section 2 hereof.

6. ***Schedule of Filings.*** Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. ***Filing Fees.*** All filing fees and taxes payable in connection with the filings described in Section 5 hereof have been paid.

8. ***Pledged Equity.*** Attached hereto as Schedule 8 is a true and correct list of all of the Pledged Equity owned or held by or on behalf of each of the Grantors and the Parent, in each case setting forth the name of the issuer of such Pledged Equity, the number of any certificate evidencing such Pledged Equity, the registered owner of such Equity Interest, the number and class of such Pledged Equity and the percentage of the issued and outstanding Equity Interests of such class represented by such Pledged Equity. The Pledged Equity has been duly authorized and validly issued and is fully paid and nonassessable.

9. ***Pledged Debt.*** Attached hereto as Schedule 9 is a true and correct list of (a) all of the Pledged Debt owned by or on behalf of each of the Grantors, in each case setting forth the name of the party from whom such Pledged Debt is owed or owing, the principal amount thereof, the date of incurrence thereof and the maturity date, if any, with respect thereto and (b) all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary. All Pledged Debt owed or owing to each Grantor will be on and as of the date hereof evidenced by one or more promissory notes pledged to the Administrative Agent under the Security Agreement.

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IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this 28th day of January, 1999.

PRYOR SUB ONE, INC. (to be known as PRYOR RESOURCES, INC.)

By:_____
Name:_____
Title:_____

SCHEDULE 1 TO THE PERFECTION CERTIFICATE

SCHEDULE 4(A) TO THE PERFECTION CERTIFICATE

SCHEDULE 4(B) TO THE PERFECTION CERTIFICATE

SCHEDULE 5 TO THE PERFECTION CERTIFICATE

SCHEDULE 6 TO THE PERFECTION CERTIFICATE

ANNEX 2 TO THE SECURITY AGREEMENT

FORM OF SUPPLEMENT

SUPPLEMENT NO. __, dated as of _____, to the SECURITY AGREEMENT, dated as of January 28, 1999, among PRYOR SUB ONE, INC. (to be known as PRYOR RESOURCES, INC.), a Kansas corporation (the "***Borrower***"), each of the subsidiaries of the Borrower listed on Schedule I thereto, PRYOR RESOURCES, INC. (to be known as PRYOR HOLDINGS, INC.), a Kansas corporation, and THE BANK OF NEW YORK, as administrative agent under the Credit Agreement referred to in the next paragraph (as amended, supplemented or otherwise modified from time to time, the "***Security Agreement***").

A. Reference is made to the Credit Agreement, dated as of January 25, 1999, among the Borrower, the lenders from time to time party thereto, Dresdner Bank AG, New York and Grand Cayman Branches, as Documentation Agent, The Bank of Nova Scotia, as Syndication Agent, and The Bank of New York, as Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "***Credit Agreement***"). Capitalized terms used herein and not defined herein, and the term "*subsidiary*", shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

B. The Grantors and the Parent have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 24 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "***New Grantor***") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 24 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Administrative Agent (and its successors and assigns), for the benefit of the Secured Parties (and their successors and assigns), a security interest in

and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "*Grantor*" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that (a) this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, (b) set forth on the Schedule attached hereto is a true and complete schedule of all of the information that would have been required to have been delivered by or on behalf of the New Grantor pursuant to the Security Agreement, the Schedules thereto and the Perfection Certificate if the New Grantor had been originally named in the Security Agreement and (c) the representations and warranties made by it as a Grantor under the Security Agreement are true and correct on and as of the date hereof based upon the applicable information referred to in clause (b) of this Section.

SECTION 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent. Delivery of an executed counterpart of this Supplement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. **THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision hereof in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 16 of the Security Agreement. All

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communications and notices hereunder to the New Grantor shall be given to it at the address set forth in the Schedule hereto, with a copy to the Borrower.

SECTION 8. The New Grantor agrees to reimburse the Administrative Agent for its out-of-pocket expenses in connection with this Supplement, including the fees, disbursements and other charges of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor]

By:_____
Name:_____
Title:_____

THE BANK OF NEW YORK,
as Administrative Agent,

By:_____
Name:_____
Title:_____

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SCHEDULE TO THE SUPPLEMENT

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 02, 1999

PTAS

HOVEY, WILLIAMS, TIMMONS & COLLINS
THOMAS H. VAN HOOZER
2405 GRAND BOULEVARD, SUITE 400
KANSAS CITY, MO 64108

100989801A

JUN 14 1999

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/10/1999

REEL/FRAME: 1871/0008
NUMBER OF PAGES: 131

BRIEF: SECURITY INTEREST

ASSIGNOR:
PRYOR SUB ONE, INC.

DOC DATE: 01/28/1999
CITIZENSHIP: KANSAS
ENTITY: CORPORATION

ASSIGNOR:
PRYOR HOLDINGS, INC.

DOC DATE: 01/28/1999
CITIZENSHIP: KANSAS
ENTITY: CORPORATION

ASSIGNEE:
BANK OF NEW YORK, THE
ONE WALL STREET - 19TH FLOOR
NEW YORK, NEW YORK 10286

CITIZENSHIP: NEW YORK
ENTITY: CORPORATION

APPLICATION NUMBER: 75361426
REGISTRATION NUMBER:

FILING DATE: 09/23/1997
ISSUE DATE:

MARK: TELECARE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73504127 FILING DATE: 10/16/1984
REGISTRATION NUMBER: 1389835 ISSUE DATE: 04/15/1986

MARK: EVELYN WOOD READING DYNAMICS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73536572 FILING DATE: 05/09/1985
REGISTRATION NUMBER: 1389926 ISSUE DATE: 04/15/1986

MARK: THE FAIRFAX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73564629 FILING DATE: 10/23/1985
REGISTRATION NUMBER: 1401622 ISSUE DATE: 07/15/1986

MARK: EVELYN WOOD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73626344 FILING DATE: 10/22/1986
REGISTRATION NUMBER: 1448437 ISSUE DATE: 07/21/1987

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 73626346 FILING DATE: 10/22/1986
REGISTRATION NUMBER: 1450098 ISSUE DATE: 07/28/1987

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 73650126 FILING DATE: 03/19/1987
REGISTRATION NUMBER: 1466749 ISSUE DATE: 11/24/1987

MARK: FREQUENT PRYOR CLUB
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74271759 FILING DATE: 05/04/1992
REGISTRATION NUMBER: 1735879 ISSUE DATE: 11/24/1992

MARK: THE EXCEPTIONAL ASSISTANT
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74246628 FILING DATE: 02/18/1992
REGISTRATION NUMBER: 1740293 ISSUE DATE: 12/15/1992

MARK: FRED PRYOR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74257341 FILING DATE: 03/20/1992
REGISTRATION NUMBER: 1804387 ISSUE DATE: 11/16/1993

MARK: EVELYN WOOD STUDY DYNAMICS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75096926 FILING DATE: 04/30/1996
REGISTRATION NUMBER: 2049081 ISSUE DATE: 04/01/1997

MARK: IN A PINCH
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75097587 FILING DATE: 05/02/1996
REGISTRATION NUMBER: 2050829 ISSUE DATE: 04/08/1997

MARK: IN A PINCH
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75085740 FILING DATE: 04/09/1996
REGISTRATION NUMBER: 2061012 ISSUE DATE: 05/13/1997

MARK: WELCOME TO THE TRAINING CENTER OF THE WO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73442708 FILING DATE: 09/06/1983
REGISTRATION NUMBER: 1295077 ISSUE DATE: 09/11/1984

MARK: CAREERTRACK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73516864 FILING DATE: 01/10/1985
REGISTRATION NUMBER: 1386325 ISSUE DATE: 03/11/1986

MARK: CAREERTRACK CAREERSTORE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73695792 FILING DATE: 11/16/1987
REGISTRATION NUMBER: 1565552 ISSUE DATE: 11/14/1989

MARK: CAREERTRACK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73695791 FILING DATE: 11/16/1987
REGISTRATION NUMBER: 1551851 ISSUE DATE: 08/15/1989

MARK: CAREERTRACK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

LENELL MACKALL, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS