

4120101

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05-07-2001



101703977

To the Honorable Commissioner of Patents and Trademarks: Please record the attached

1. Name of conveying party(ies):

Executrain Corporation

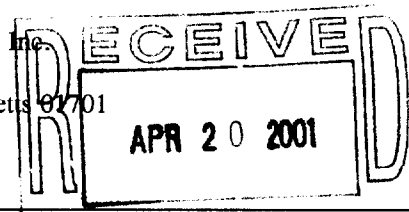
Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Georgia
 Other _____

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

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

International Data Group, Inc.
5 Speen Street
Framingham, Massachusetts 01701

Individual(s) citizenship
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - Massachusetts
 Other _____



3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 28, 2001

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1402548	1987595
1721809	2198079
1602997	2274276
1873833	2365872
1871316	2422384

Additional numbers attached? Yes No

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

Name: T. Maria Lam, Esq.

Internal Address: Foley Hoag & Eliot LLP

05/04/2001 6TON11 00000192 061446 1402548

D1 FC:481 40.00 CH
D2 FC:482 225.00 CH

Street Address: One Post Office Square

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41):.....\$265
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1446

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

DO NOT USE THIS SPACE

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.

T. Maria Lam, Esq. [Signature] April 17, 2001
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 28th, 2001, by **EXECUTRAIN CORPORATION**, a Georgia corporation ("Grantor"), in favor of **INTERNATIONAL DATA GROUP, INC.**, a Massachusetts corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security Agreement by and among Lender, Guarantor and ExecuTrain Enterprises, Inc. (the "Borrower") and that certain Guaranty by and between Grantor and Lender, both dated of even date herewith (the "Security Agreement" and the "Guaranty"), Lender has agreed to extend credit to Borrower; and

WHEREAS, Lender is willing to extend credit to Borrower upon the condition, among others, that Grantor shall have executed and delivered to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein;

(b) Notwithstanding anything to the contrary herein or in the Security Agreement, if any default under the Security Agreement or Guaranty shall have occurred, or if the Grantor fails to perform any agreement or to meet any of the obligations to the Lender hereunder, in addition to any and all other rights and remedies that Lender may have in the Security Agreement or at law, all of Grantor's right, title and interest in and to the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Lender or its designee, and Grantor hereby irrevocably constitutes and appoints Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or Lender's own name or the name of Lender's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a default under the Security Agreement: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the trademarks; (iii) to convey in any transaction authorized by the Security Agreement, any goods covered by the registrations listed on Schedule 1 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender, in its sole discretion, and such payments made by Lender to become the obligations of Grantor to Lender, due and payable immediately, without demand

3. COUNTERPARTS . This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Delivery of an executed copy of this Trademark Security Agreement via facsimile shall be effective as delivery of an original, executed copy hereto, as of the date first written above.

[signature page follows]

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

EXECUTRAIN CORPORATION

By: *Ronald R. Grawert*
Name: RONALD R. GRAWERT
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

INTERNATIONAL DATA GROUP, INC.

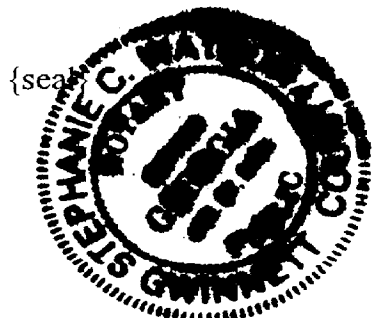
By: *Edward B. Bloom*
Name: Edward B. Bloom
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 20th day of March, 2001, before me personally appeared Ronald R. Grawert, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ExecuTrain Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

Stephanie C. Watson
Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>
1,402,548	EXECUTRAIN (block)	07/22/86
1,721,809	THE EXECUTRAIN DESIGN	10/06/92
1,602,997	EXECUTRAIN THE COMPUTER TRAINING LEADER and design	06/19/90
1,873,833	EXECUTRAIN THE COMPUTER TRAINING LEADER and design	01/17/95
1,871,316	EXECUTRAIN	01/03/95
1,987,595	LEARNDATA and design	07/16/96
2,198,079	Validate!	10/20/98
2,274,276	ExecuCheck	08/31/99
2,365,872	Executrain Courseware Architect	07/11/00
2,422,384	E-READINESS	01/16/01

Corp/790082.1

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ____ day of March, 2001 from **EXECUTRAIN CORPORATION**, a Georgia corporation (the "Assignor"), to **INTERNATIONAL DATA GROUP, INC.**, a Massachusetts corporation (the "Assignee"), recites and provides:

WHEREAS, Assignor is the owner of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Trademarks, including without limitation all proceeds thereof, and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. Assignor acknowledges that it has granted Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

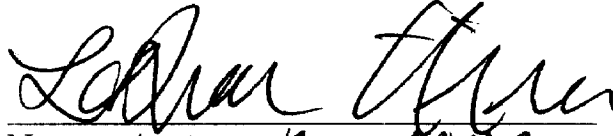
EXECUTRAIN CORPORATION

By: _____
Name: _____
Title: _____
Attest: _____
Name: _____
Title: _____

COPY

Certificate of Mailing

I hereby certify that the foregoing documents are being deposited with the United States Postal Service as First Class Mail, postage prepaid, "Post Office to Addressee," in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231, on the date indicated below.



Name: Lovenska A. Sine

Date: April 17, 2001

BEFORE USING THIS ORDER FORM
read the important information on the
reverse side

DEPOSIT ACCOUNT ORDER FORM

MAIL TO: Commissioner of Patents and Trademarks
Washington, D.C. 20231 **Date**
April 17, 2001

Account No. 06-1446 **Order No.** 04116-381

Name and Address of Depositor:

Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

FOR OFFICE USE ONLY

ITEM OF SERVICE	VALUE FURNISHED Action On use

DESCRIPTION OF ARTICLES OR SERVICES TO BE FURNISHED

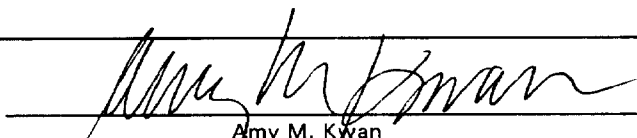
Recordal of Trademark Security Agreement between Executrain
Corporation and International Data Group, Inc.

Mark: EXECUTRAIN (et alia)

Registration No. 1402548(et alia)

Amount Due = \$265.00

If additional space is needed, attach separate sheet.



Amy M. Kwan

THIS FORM MAY BE REPRODUCED WITHOUT PERMISSION OF THE PATENT AND TRADEMARK OFFICE

FOR PROMPT, ACCURATE SHIPMENT PLEASE COMPLETE THE FOLLOWING MAILING LABEL -- PLEASE PRINT OR TYPEWRITE

U. S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231

OFFICIAL BUSINESS

RETURN AFTER FIVE DAYS

YOUR ORDER NO.
04116-381

Name Amy M. Kwan, Foley, Hoag & Eliot
Street Address One Post Office Square
City, State, Zip code Boston, MA 02109

RECORDED: 04/20/2001

TRADEMARK
REEL: 002288 FRAME: 0151