

07-19-2001

Docket No.:

014951/0279



101782926

Tab settings

7.10.01

To the Honorable Commissioner of Patent

attached original documents or copy thereof.

1. Name of conveying party(ies):

INNOVATION ASSOCIATES, INC.

- Individual(s)
- General Partnership
- Corporation-State **MASSACHUSETTS**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **JUNE 11, 2001**

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

Name: **ABLECO FINANCE LLC, As Agent**

Internal Address:

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **DELAWARE LIMITED LIABILITY CO.**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1,999,751 1,995,620

Additional numbers

Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

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

2

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

07/19/2001 AMME01 00000020 500675 1999751

DO NOT USE THIS SPACE

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

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.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

JULY 10, 2001

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002330 FRAME: 0759

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, INNOVATION ASSOCIATES, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated June 11, 2001 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as agent for certain lenders (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby pledge and assign unto the Assignee and grant to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 11, 2001.

INNOVATION ASSOCIATES, INC.

By: 
Name: Frederick T. McElligott
Title: Treasurer

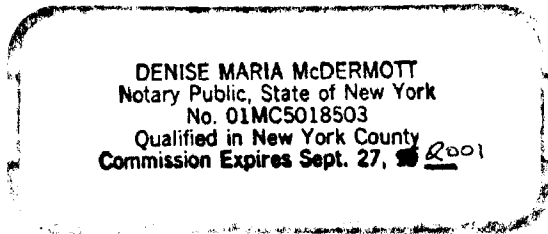
STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 8th day of June, 2001, before me personally came Frederick T. McElligott, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer of Innovation Associates, Inc., a Massachusetts corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Denise Maria Mc Dermott



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

9056086.1

TRADEMARK
REEL: 002330 FRAME: 0762

ADL Trademark Schedule

Innovation Assoc --Leading Learning Organizations	Active	US	1999/7/51	74730144	Innovation Associates, Inc	Yes
Innovation Assoc --Leading Quality in a Learning Organization	Active	US	1995/6/20	74730146	Innovation Associates, Inc	Yes