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To the Honorable Commissioner of

Patent and Trademark Office  
checked original documents or copy thereof.

1.18.02  
20871

1. Name of conveying party(ies):

**People<sup>3</sup>, Inc.**  
**745 Route 202-206**  
**Bridgewater, NJ 08807**

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: **November 19, 2001**

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

Name: **Gartner, Inc.**

Internal

Address: \_\_\_\_\_

Street Address: **56 Top Gallant Road**

City: **Stamford** State: **CT** Zip: **06904**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Delaware**
- 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

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

A. Trademark Application No.(s)

**76-187758**

B. Trademark registration No.(s)

JAN 18 2002

Additional numbers attached?  Yes  No

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

Name: **Barbara Villandry**

Internal Address: \_\_\_\_\_

Street Address: **Shipman & Goodwin LLP**

**One American Row**

City: **Hartford** State: **CT** Zip: **06103**

6. Total number of applications and trademarks involved: **1**

7. Total fee (37 CFR 3.41): -----\$ **40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

**Marcus D. Wilkinson**

Name of Person Signing

Signature

**November 21, 2001**

Date

Total number of pages including cover sheet, attachments, and document: 9

## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT (this "Assignment"), made as of the 19<sup>th</sup> day of November \_\_\_, 2001, by and between **People<sup>3</sup>, Inc.**, a Delaware corporation with a principal place of business located at 745 Route 202-206, Bridgewater, NJ 08807 ("Assignor"), to **Gartner, Inc.** ("Assignee"), a Delaware corporation with offices at 56 Top Gallant Road, Stamford, Connecticut 06904. Assignor and Assignee are sometimes collectively referred to as "parties" and each individually as a "party."

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Security Agreement, dated as of even date (together with any and all amendments now or hereafter made thereto, hereinafter called the "Security Agreement"), which provides for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its U.S. trademarks; and

WHEREAS, Assignee has required, as a condition to advancing loans to Assignor, that Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. Terms used herein that are not defined in this Agreement shall have the meanings ascribed to them in the Security Agreement. If any terms of this Assignment conflict with terms contained within the Security Agreement, then the terms of the Security Agreement shall control.

**2. Collateral Assignment of Trademarks.** To secure the complete and timely satisfaction of all of the Secured Obligations (as defined in the Security Agreement and hereinafter called the "Secured Obligations") and all other documents, instruments and agreements delivered by Assignor in connection therewith, Assignor hereby grants, conveys, and assigns to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default (as defined in the Security Agreement and hereinafter called an "Event of Default"), and grants Assignee a security interest in, all of Assignor's right, title, and interest in and to all of its now owned or existing and filed for registration and hereafter acquired or arising and filed for registration:

(i) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications including, without limitation, the trademarks, service marks, and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, and applications, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks"); and

(ii) the goodwill of Assignor's business connected with and symbolized by the Marks.

**3. Restrictions on Future Agreements.** Assignor agrees and covenants that, until the Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, and except as may otherwise be provided in the Security Agreement, Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement outside the ordinary course of business relating to the Marks, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Marks outside the ordinary course of business relating to the Marks without receiving the prior written consent of Assignee thereto.

**4. Representations, Covenants and Warranties of Assignor.** Assignor represents, warrants, and covenants, to the best of Assignor's knowledge, that: (i) the Marks are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the trademark registrations for the Marks have lapsed or expired or have been cancelled, whether due to any failure to pay any renewal or other fees or make any filing or otherwise, and no current application for the Marks has become abandoned; (iii) each of the Marks is valid and enforceable and Assignor is unaware of any invalidating prior act relative to the Marks, and is unaware of any impairments to the Marks which would have a material adverse effect on the validity and/or enforceability of the Marks; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Marks constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Marks free and clear of any Liens and encumbrances of every kind and nature; (vi) Assignor has the unqualified right to enter into this Agreement and perform its terms; (vii) Assignor will continue to use proper statutory notice in connection with its use of the Marks; and

(viii) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

**5. New Patents and Licenses.** If, before the Secured Obligations are satisfied in full, Assignor (i) obtains rights to any new patentable inventions, patents, patent applications, trademarks, service marks, trademark or service mark registrations, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include such rights.

**6. Royalties; Terms.** Assignor hereby agrees that the use by Assignee of all Marks as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Marks, or (ii) payment in full of the Secured Obligations and termination of the Security Agreement.

**7. Grant of License to Assignor.** Assignee hereby grants to Assignor the royalty-free, exclusive, nontransferable right and license, for Assignor's own benefit and account and no other, to use the Marks in the ordinary course of business relating to the Marks. Such right and license shall be exercisable by Assignor only until the occurrence of an Event of Default. Except as otherwise permitted by the Security Agreement, Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to Assignor in this Section 7 outside the ordinary course of business relating to the Marks without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to the Assignor, Assignor's license with respect to the Patents and Marks as set forth in this Section 7 shall terminate forthwith.

**8. Assignee's Right to Inspect.** Upon advance reasonable written notice from Assignee to Assignor, Assignee shall have the right during normal business hours of Assignor to inspect Assignor's premises and to examine Assignor's books, records, and operations, including, without limitation, Assignor's quality control processes, but in no event shall Assignor perform the foregoing inspection more than twice per year. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Marks, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

**9. Termination of Assignee's Security Interest.** This Assignment is made for collateral purposes only. Upon payment in full of the Secured Obligations and termination of

the Security Agreement, all remaining right, title, and interest in and to the Marks shall automatically revert to Assignor. In such event, Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revest in Assignor, all right, title, and interest in and to the Marks, subject to any prior disposition thereof that may have been made by Assignee pursuant hereto or pursuant to the Security Agreement.

**10. Duties of the Assignor.** Until the Secured Obligations are satisfied in full and the Security Agreement is terminated, Assignor shall have the duty (i) to prosecute diligently any application respecting the Marks pending as of the date hereof or thereafter, and (ii) to preserve, maintain and enforce against infringement all rights in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not intentionally abandon any pending patent application, trademark application, service mark application, or allow to be cancelled any trademark or service mark registration without the written consent of Assignee.

**11. Assignee's Right to Sue.** After the occurrence of an Event of Default and so long as such Event of Default has not been waived, and after the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims in the Marks, Assignee shall have the right, but shall in no way be obligated, to bring suit and take other action in its own name to enforce or otherwise protect, preserve, or realize upon the Marks. If Assignee shall commence any such suit or take any such action, Assignor shall, at the written request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such action. Assignor shall, upon written demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

**12. Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise or delay in exercising, on the part of the Assignee, any right, power, or privilege hereunder or under the Security Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder or under the Security Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

**13 Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.

**14. Modification.** This Assignment cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section 5 hereof or by a writing signed by the parties hereto.

**15. Cumulative Remedies.** All of Assignee's rights and remedies with respect to the Marks, whether established hereby or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised individually or concurrently. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be enforced.

**16. Power of Attorney.** Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Marks, (ii) take any other actions with respect to the Marks as Assignee deems in good faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Marks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Marks to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Marks may be enforced. Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

**17. Effect on Security Agreement.** Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies.

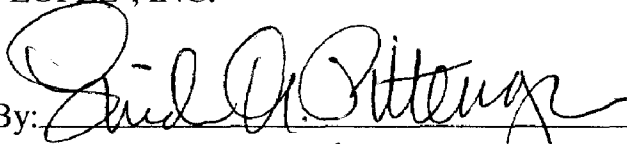
**18. Binding Effect; Benefits.** This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.

**19. Governing Law.** This Assignment shall be and shall be governed by and construed in accordance with the laws of Connecticut without regard to conflict of laws principles

**20. Notice.** Any notice required to be sent under this Agreement shall be in writing, delivered by prepaid overnight mailing means providing proof of delivery to the respective addresses set forth above, or to such other address as either party, by notice to the other, may designate from time to time.

WITNESS the due execution hereof as of the date first above written.

PEOPLE<sup>3</sup>, INC.

By: 

Name (Print): Linda M. Pittenger

Title: CEO + President

[signature page continued]

GARTNER, INC.

By: Regina Pastillo

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE A**

**MARKS**

**Trademarks filed with the U.S. Patent and Trademark Office**

<b>Pending Trademarks</b>	<b>Date of Filing</b>	<b>Serial Number</b>
PEOPLEPOWER	12/29/00	76-187,758