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02-06-2002

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):
Solution Selling, Inc.

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

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

2. Name and address of receiving party(ies)

Name: William Blair Mezzanine Capital
Fund III, L.P.

Internal Address: _____

Street Address: 222 W. Adams

City: Chicago State: IL ZIP: 60606

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Nov 6, 2001

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2493630

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

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

01 FC:481 40.00 DP
02 FC:482 100.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

Signature

11/28/01
Date

Total number of pages including cover sheet, attachments, and document: 5

CONTINUATION ITEM #2

Keith M. Eades
c/o Sales Performance International, Inc.
6230 Fairview Rd.
Suite 200
Charlotte, NC 28210

An individual

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark Reg.</u>	<u>Number</u>	<u>Date</u>
Situational Fluency Prompter	2,493,630	September 25, 2001
Solution Selling	1,647,233	June 11, 1991

TRADEMARK APPLICATIONS

Pain Chain	SN-75/665,852	March 22, 1999
9 Block Vision Processing Model	SN-75/665,853	March 22, 1999
The Perfect Seller	SN-75/632,838	February 3, 1999

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
	None.	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2001, by SOLUTION SELLING, INC., a Delaware corporation ("Grantor"), in favor of WILLIAM BLAIR MEZZANINE CAPITAL FUND III, L.P., a Delaware limited partnership ("WBMCF"), and KEITH M. EADES, an individual ("Eades" and, together with, WBMCF, the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith by and among Grantor, Sales Performance International, Inc., Sales Performance Holding Company and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans (as defined in the Loan Agreement) for the benefit of Grantor;

WHEREAS, the Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Lenders that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lenders, 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 the Lenders 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 I 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

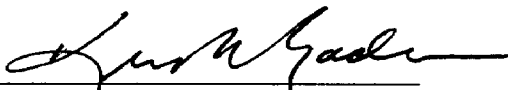
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark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

3. SECURITY AGREEMENT. The security interests granted to the Lenders pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders 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.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

SOLUTION SELLING, INC.,
as Grantor

By 
Name: Keith M. Eades
Title: President

WILLIAM BLAIR MEZZANINE
CAPITAL FUND III, L.P., as a Grantee

By: William Blair Mezzanine Capital
Partners III, L.L.C.,
its general partner

By: _____
David Jones, Managing Director


KEITH M. EADES, as a Grantee

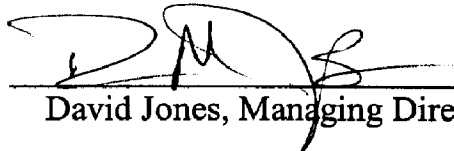
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

SOLUTION SELLING, INC.,
as Grantor

By _____
Name: _____
Title: _____

WILLIAM BLAIR MEZZANINE
CAPITAL FUND III, L.P., as a Grantee

By: William Blair Mezzanine Capital
Partners III, L.L.C.,
its general partner

By: 
David Jones, Managing Director

KEITH M. EADES, as a Grantee

STATE OF NORTH CAROLINA)

) ss.:

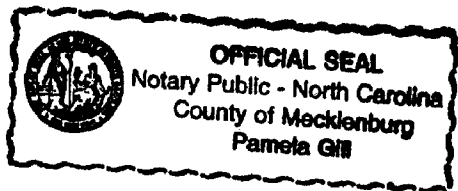
COUNTY OF Mecklenburg)

On this 6th day of November, 2001, before me personally came Keith M. Eades who, being by me duly sworn, did state as follows: that he/she is a President of SOLUTION SELLING, INC., a Delaware corporation, that s/he is authorized to execute the foregoing Trademark Security Agreement on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.

Pamela Gill

Notary Public

My Commission Expires: 9 29 04



STATE OF ILLINOIS)

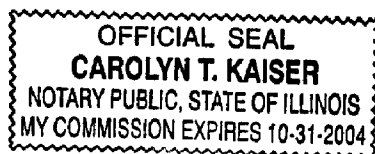
) ss.:

COUNTY OF COOK)

On this 6th day of November, 2001, before me personally came David Jones who, being by me duly sworn, did state as follows: that he is a Managing Director of William Blair Mezzanine Capital Fund III, L.L.C., a Delaware limited liability company, which is the general partner of WILLIAM BLAIR MEZZANINE CAPITAL FUND III, L.P., and that he is authorized to execute the foregoing Trademark Security Agreement on behalf of said limited liability company and that he did so by authority of the Board of Managers of said limited liability company.

Carolyn T. Kaiser

Notary Public



STATE OF NORTH CAROLINA)

) ss.:

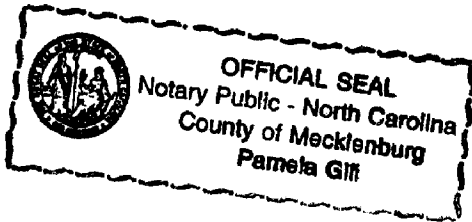
COUNTY OF Mecklenburg)

On this 6th day of November, 2001, before me personally came KEITH M. EADES who, being by me duly sworn, did state that he is authorized to execute the foregoing Trademark Security Agreement.

Pamela Gill

Notary Public

My commission expires: 9-29-04



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	None.	