



03-06-2002



102003723

Form PTO-159  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Carew International, Inc., an Ohio corporation  
3805 Edwards Road, Suite 400  
Cincinnati, Ohio 45209

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

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

3. Nature of conveyance:

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

Execution Date: 12/05/2001

2. Name and address of receiving party(ies)

Name: KeyBank National Association

Internal

Address: 525 Vine Street

Street Address: 525 Vine Street

City: Cincinnati State: OH Zip: 45202

- ☐ Individual(s) citizenship  
☒ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☐ 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) \_\_\_\_\_  
See attachment

B. Trademark Registration No.(s) \_\_\_\_\_  
See attachment

Additional number(s) attached ☒ Yes ☐ No

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

Name: Amy E. Brown

Internal Address: c/o Katz, Teller, Brant & Hild

255 E. Fifth Street, Suite 2400

Cincinnati, Ohio 45202

Street Address: c/o Katz, Teller, Brant & Hild

255 E. Fifth Street, Suite 2400

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41).....\$ 865.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Amy E. Brown

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002454 FRAME: 0287



## TRADEMARKS AND SERVICE MARKS

### U.S. MARKS

<u>Mark/Name, etc.</u>	<u>Serial/Reg. No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Registration Date</u>
ADVANCED LEADERSHIP PROGRAM	(Common Law)	United States	
ALP	(Common Law)	United States	
ADVANCED POSITIONAL SELLING	(Common Law)	United States	
APS	(Common Law)	United States	
CAREW	(Common Law)	United States	
CAREW POSITIONAL SELLING SYSTEMS	(Common Law)	United States	
CUSTOMER SERVICE EXCELLENCE	(Common Law)	United States	
CSE	(Common Law)	United States	
DESIGN (SEAGULL)	1,257,549	United States	11/15/83
DESIGN (PERSON)	1,193,606	United States	04/13/82
DESIGN (SEAGULL)	1,880,620	United States	02/28/95
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LAS	(Common Law)	United States	
MANAGEMENT LEADERSHIP STRATEGIES	(Common Law)	United States	
MENTORING SALES LEADERSHIP	2,358,194	United States	06/13/00

2

MLS

NATIONAL ACCOUNT  
SALES DEVELOPMENT

NASD

POSITIONAL  
INFLUENCING

POSITIONAL  
INFLUENCING

POSITIONAL SELLING

PROFESSIONAL ACCOUNT  
MANAGEMENT

PAM

PROPOSAL SELLING

PS

RESULTS PRODUCING  
MANAGEMENT

RPM

(Common Law) United States

(Common Law) United States

(Common Law) United States

1,985,956 United States 07/09/96

2,093,341 United States 09/02/97

1,461,690 United States 10/20/87

(Common Law) United States

(Common Law) United States

1,478,367 United States 03/01/88

(Common Law) United States

(Common Law) United States

(Common Law) United States

**PENDING APPLICATIONS**

Mark/Name, etc.  
INSELLING.COM

MSL

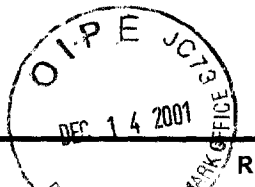
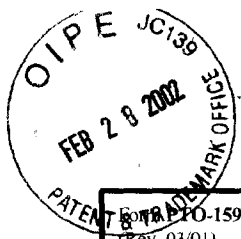
Application No.  
76/184,282

75/410,067

Jurisdiction  
(State or Country)  
United States

United States

Date of Filing



101921546

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇒ ⇒ ⇒ ▼

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Cincinnati, Ohio 45209  
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- ☒ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

12/05/2001

Execution Date: \_\_\_\_\_

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Name: KeyBank National Association

Internal Address: 525 Vine Street

Cincinnati, Ohio 45202

Street Address: 525 Vine Street

City: Cincinnati State: OH Zip: 45202

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

See attachment

B. Patent No.(s) \_\_\_\_\_

See attachment

Additional numbers attached? ☒ Yes ☐ No

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

Name: Amy Brown

Internal Address: c/o Katz, Teller, Brant &amp; Hild

255 E. Fifth Street, Suite 2400

Cincinnati, Ohio 45202

Street Address: c/o Katz, Teller, Brant &amp; Hild

255 E. Fifth Street, Suite 2400

City: Cincinnati State: OH Zip: 45202

## 6. Total number of applications and patents involved: 37

7. Total fee (37 CFR 3.41).....\$ 865.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

12/16/2001 DBYRNE 00000122 1257549

01 FC:481  
02 FC:482

John R. Gierl

Name of Person Signing

40.00 OP  
825.00 BP

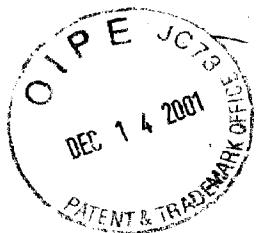
Signature

12/13/2001

Date

Total number of pages including cover sheet, attachments, and documents: 116

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002454 FRAME: 0290



## INTELLECTUAL PROPERTY ASSIGNMENT AND SECURITY AGREEMENT

December 5, 2001

This Intellectual Property Assignment and Security Agreement ("Agreement") is made as of the date set forth above by and among Carew International, Inc. an Ohio corporation having a mailing address at 3805 Edwards Road, Suite 400, Cincinnati, Ohio 45209 ("Assignor") and KeyBank National Association having a mailing address at 525 Vine Street, Cincinnati, Ohio 45202 ("Lender").

### Background

Assignor and the Lender have entered into a Loan and Security Agreement dated the date hereof (as amended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to advance one or more loans to Assignor. In order to induce the Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender all of its intellectual property rights. The Lender is granted a lien on and security interest in all of the assets of the Assignor, including without limitation, accounts receivable, inventory and other assets ("Other Assets") relating to products and services sold under the Intellectual Property (as defined below), whereby Lender shall have the right to foreclose on the Intellectual Property and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Intellectual Property may continue the sell products and services under the Intellectual Property and maintain substantially the same specifications and quality as maintained by Assignor. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

### Agreement

NOW, THEREFORE, in consideration of the premises, each Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to all of its now owned or existing and hereafter created or acquired (the following items being collectively referred to as the "Intellectual Property"):

(a) patents and patent applications, in the United States and elsewhere, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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 patents and

applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) trademarks, trademark registrations, trade names and trade name registrations and trademark and trade name applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, trade names, trade name registrations and trade name and trademark applications listed on Exhibit B, attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment 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 trademarks, trademark registration, trade names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations, copyright applications listed on Exhibit C, attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment 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 copyrights, copyright registration, and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(d) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Assignor and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereafter individually and/or collectively referred to as the "Trade Secrets");

(e) all license agreements with respect to any of the Patents, the Trademarks, the Copyrights, the Trade Secrets, or any other patent, trademark, trade name, copyright or trade secret, or any application or registration thereof, between Assignor and any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, such license agreements granting the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Assignor and now or hereafter covered by such license agreements, and the licenses listed on Exhibit D attached hereto and made a part hereof, and (a) renewals, extensions or amendments thereof, (b) all income, 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, together with items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Licenses");

2. Assignor covenants and warrants that:

(a) Each item of Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents, Trademarks, Copyrights and Licenses is valid and enforceable;

(c) No claim has been made that the use of any of the Intellectual Property by Assignor does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the items of Intellectual Property, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

(g) The Licenses, complete copies of each of which have been provided to Lender, are valid and binding agreements enforceable according to their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to moratorium laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Patents, Trademarks or copyrights registered with the United States Patent and Trademark Office, the United States Copyright Office, or equivalent agency in any state or foreign country, patentable inventions, or become entitled to the benefit of any patent application 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 paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks, trademark applications, patents and/or patent applications and copyrights covered by paragraphs 1 and 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Intellectual Property on and in connection with

products sold by Assignor, in each case, for such Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in the license granted to Assignor in this paragraph 6, without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Intellectual Property, as set forth in paragraph 6, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those 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 Intellectual Property may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Cincinnati, Ohio, or elsewhere, all or from time to time the Intellectual Property (or any portion thereof), or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Intellectual Property shall be given to such Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released. If an Event of Default shall have occurred and be continuing, Assignor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all patents on said inventions to Lender as assignee of Assignor's entire interest therein; (b) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal on all of the Trademarks to Lender as assignee of Assignor's entire interest therein and in goodwill of Assignor's business connected therewith and symbolized thereby; and (c) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal on all of the Copyrights to Lender as assignee of Assignor's entire interest therein;

8. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Intellectual Property, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of



this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate prescribed in the Loan Agreement.

10. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any application of the Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Patents, Trademarks or Copyrights, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Patents, Trademarks or Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks or Copyrights without the consent of Lender, which consent shall not be unreasonably withheld or delayed.

11. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Intellectual Property (or any portion thereof), in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender in the fulfillment of the provisions of this paragraph 11.

12. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent or Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Intellectual Property, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone else. 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 for the life of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Intellectual Property.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial

exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Intellectual Property whether established hereby or by the Loan Agreement, or by any other agreements or by law shall cumulative and may be exercised singularly or concurrently.

16. At the request of Lender, Assignor will join with Lender in executing one or more financing statements pursuant to the version of the Uniform Commercial Code enacted in the State of Ohio, in form satisfactory to Lender, and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is reasonably deemed necessary or desirable by Lender. Assignor will execute and deliver to Lender from time to time such supplemental collateral assignments or mortgages or other instruments, including, but not by way of limitation, additional collateral assignments to be filed with the United States Patent and Trademark Office, or United States Copyright Offices, as Lender may require for the purpose of confirming Lender's interest in the Intellectual Property (or any portion thereof).

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and 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 clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio.

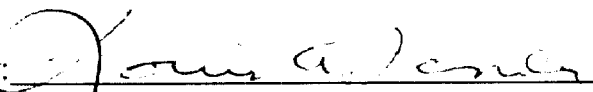
WITNESS the execution hereof as of the day and year first above written.

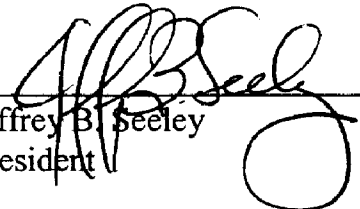
Lender:

Assignor:

**KEYBANK NATIONAL ASSOCIATION**

**CAREW INTERNATIONAL, INC.**

By:   
Louis A. Fender  
Senior Vice President

By:   
Jeffrey B. Seeley  
President

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON    )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of December, 2001, personally appeared Jeffrey B. Seeley to me known personally, and who, being by me duly sworn, deposes and says that he is the President of **CAREW INTERNATIONAL, INC.**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

*John R. Gierl*

NOTARY PUBLIC

My Commission Expires:



**JOHN R. GIERL**  
**ATTORNEY AT LAW**  
**NOTARY PUBLIC - STATE OF OHIO**  
**MY COMMISSION HAS NO EXPIRATION**  
**DATE. SECTION 147.03 O.R.C.**

**EXHIBIT A**

**PATENTS**

<u>Patent</u>	<u>Registration No.</u>	<u>Jurisdiction</u> <u>(Country)</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
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None.



## **EXHIBIT B**

### **TRADEMARKS AND SERVICE MARKS**

#### **U.S. MARKS**

<u>Mark/Name, etc.</u>	<u>Serial/Reg. No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Registration Date</u>
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ALP	(Common Law)	United States	
ADVANCED POSITIONAL SELLING	(Common Law)	United States	
APS	(Common Law)	United States	
CAREW	(Common Law)	United States	
CAREW POSITIONAL SELLING SYSTEMS	(Common Law)	United States	
CUSTOMER SERVICE EXCELLENCE	(Common Law)	United States	
CSE	(Common Law)	United States	
DESIGN (SEAGULL)	1,257,549	United States	11/15/83
DESIGN (PERSON)	1,193,606	United States	04/13/82
DESIGN (SEAGULL)	1,880,620	United States	02/28/95
DESIGN (Segmented SEAGULL)	2,451,066	United States	05/15/01
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DPS MASTER'S PROGRAM	(Common Law)	United States	
DPS IN REVIEW	(Common Law)	United States	
LOCAL ACCOUNT SELLING	(Common Law)	United States	
LAS	(Common Law)	United States	
MANAGEMENT LEADERSHIP STRATEGIES	(Common Law)	United States	

MENTORING SALES LEADERSHIP	2,358,194	United States	06/13/00
MLS	(Common Law)	United States	
NATIONAL ACCOUNT SALES DEVELOPMENT	(Common Law)	United States	
NASD	(Common Law)	United States	
POSITIONAL INFLUENCING	1,985,956	United States	07/09/96
POSITIONAL INFLUENCING	2,093,341	United States	09/02/97
POSITIONAL SELLING	1,461,690	United States	10/20/87
PROFESSIONAL ACCOUNT MANAGEMENT	(Common Law)	United States	
PAM	(Common Law)	United States	
PROPOSAL SELLING	1,478,367	United States	03/01/88
PS	(Common Law)	United States	
RESULTS PRODUCING MANAGEMENT	(Common Law)	United States	
RPM	(Common Law)	United States	

### PENDING APPLICATIONS

<u>Mark/Name, etc.</u>	<u>Application No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Filing</u>
INSELLING.COM	76/184,282	United States	
MSL	75/410,067	United States	

### FOREIGN MARKS

<u>Mark/Name/etc.</u>	<u>Serial/Reg. No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Registration Date</u>
CAREW	551929	Benelux	02/01/95
CAREW	46209093 (93/462090)	France	03/31/93



CAREW	1,527,431 (B1,527,431)	United Kingdom	07/21/95
DESIGN (SEAGULL LOGO)	46266593 (93/462665)	France	04/05/93
DESIGN (SEAGULL LOGO)	1,528,012	United Kingdom	11/11/94
INSELLING.COM	864419	Australia	
INSELLING.COM	1090536	Canada	
INSELLING.COM	2058022	European Community	
INSELLING.COM	2001-039203	Japan	
INSELLING.COM	631581	New Zealand	
INSELLING.COM	T01/01260J	Singapore	
POSITIONAL SELLING	551640	Benelux	02/01/95
POSITIONAL SELLING	46266493 (93/462664)	France	04/05/93
POSITIONAL SELLING	1,528,009 (B1,528,009)	United Kingdom	12/08/95
DESIGN (SEAGULL LOGO- Negative)	551,642	Benelux	02/01/95
DESIGN (SEAGULL LOGO- Positive)	551,641	Benelux	02/01/95



**EXHIBIT C**  
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**REGISTERED COPYRIGHTS:**

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
APS-Advanced Positional Selling	TX 2,952,566	11/05/90
Dimensions of Professional Selling	TX 993,807	06/21/82
Dimensions of Professional Selling I	TX 993,806	06/21/82
Dimensions of Professional Selling I	PA 157,529	06/21/83
Mentoring Sales Leadership	--	--
Proposal Selling	PA 260,633	06/12/85
Proposal Selling (Videotape)	PA 260,632	06/12/85
Proposal Selling	PA 278,213	10/22/85
Proposal Selling	TX 1,651,538	06/12/85
Proposal Selling	SR 65,751	10/15/85
Proposal Selling	TX 1,659,605	10/15/85
Proposal Selling	TX 1,651,539	06/12/85
RPM Results Producing Management Manual	TX 2,132,227	08/05/87

Translations and derivative works of any of the foregoing.



**EXHIBIT D**

**LICENSES**

None.