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04-15-2002

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U.S. DEPARTMENT OF  
Patent and Trademark



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To the Honorable Commissioner of Pat.

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ched original documents or copy thereof.

1. Name of conveying party(ies):  
Frontline Group Organizational Learning Systems, Inc.

- Individual(s)                       Association
  - General Partnership               Limited Partnership
  - Corporation-State      OK
  - Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving

Name: Heller Financial, Inc.

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

Street Address : 500 West Monroe Street

City: Chicago      State: IL      Zip: 60661

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

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: March 31, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

2482381

Additional numbers attached? No

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

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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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 of the original document.

Penelope Johnson  
Name of Person

Penelope Johnson  
Signature

04/10/02  
Date

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

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

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of this 31st day of March, 2002, by and among the grantor listed on the signature page hereto ("**Grantor**") and Heller Financial, Inc., a Delaware corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("**Lenders**").

### **RECITALS:**

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

**WHEREAS**, Frontline Group Operating Company, Inc. a Delaware corporation ("**Borrower**") has entered into a Credit Agreement dated as of October 28, 1999 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Agent and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

**WHEREAS**, Borrower is the legal and beneficial owner of all of the issued and outstanding capital stock of Grantor; and

**WHEREAS**, Grantor acknowledges that, as a wholly owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of loans to Borrower as provided in the Credit Agreement; and

**WHEREAS**, Grantor has agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty dated as of October 28, 1999 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Subsidiary Guaranty**"); and

**WHEREAS**, pursuant to the terms of a Subsidiary Security Agreement dated as of October 28, 1999 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, Agent (in such capacity, "Grantee") and the other parties thereunder, Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including Trademark registrations and Trademark applications, and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of

60050673.2

**TRADEMARK**  
**REEL: 002482 FRAME: 0722**

Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

*[Balance of Page Intentionally Left Blank]  
- Signature Page Follows -*

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

**GRANTOR:**

**FRONTLINE GROUP ORGANIZATIONAL  
LEARNING SYSTEMS, INC.**, an Oklahoma  
corporation

By: Mary M Howard  
Name: Mary Howard  
Title: Executive Vice President and Secretary

**AGENT:**

**HELLER FINANCIAL, INC.**, a Delaware  
corporation, as Agent

By: [Signature]  
Name: \_\_\_\_\_  
Title: SVP

TRADEMARK REGISTRATIONS

Registered Trademark, registration number 2,482,381, registered August 28, 2001 for "KNOWHOW2 THE POWER OF EXPERIENCE, SHARED" as it relates to interactive software for use in aiding organizations to implement and improve their best practices, manage projects, coordinate project teams and capture, implement and track the value of improvement ideas.

Trademark Security Agreement - FGOLS