

09-20-2002

No.: 102050354



CORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

102228480

Resulom

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

1. Name of conveying party(ies):
Baker Barnes Associates, Inc.

9-18-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: North Carolina
 Other-

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

2. Name and address of receiving party(ies)
Name: International Institute for Learning, Inc.
Internal Address:
Address:
Street Address: 110 East 59th Street
City: New York State: NY Zip: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership -
 Corporation-State-New York
 Other - Limited Liability Company

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest

Execution Date: May 22, 2001

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) & addresses attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/944017, 76/133344

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,509,494 2,503,881 2,503,881 2,503,880 2,503,878 2,503,879

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Donald R. Reynolds, Esq.
 Internal Address: Suite 300

Street Address: 4101 Lake Boone Trail

City: Raleigh State: NC Zip: 27607

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

OFFICE OF RECORDS
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2002 SEP 18 AM 7:52

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.

J. Christopher Lynch, Esq.
 Name of Person Signing

[Signature]
 Signature

9/13/02
 Date

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

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

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

1. Name of conveying party(ies): 3-20-02
Baker Barnes Associates, Inc.

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

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

2. Name and address of receiving party(ies)
Name: International Institute for
Internal Learning, Inc.
Address: _____
Street Address: 110 East 59th Street
City: New York State: NY Zip: 10022

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
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7. Total fee (37 CFR 3.41).....\$ 215.00

Enclosed
 Authorized to be charged to deposit account

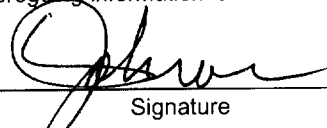
8. Deposit account number: _____

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

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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.

E. LaVerne Johnson
Name of Person Signing


Signature

03.14.02
Date

Total number of pages including cover sheet, attachments, and document: 10

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Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

01 FC:481 40.00 DP
02 FC:482 175.00 DP

CONTINUATION OF RECORDATION FORM COVER SHEET ITEM 4:

Regarding the following trademarks/service marks:

MARK	SERIAL/REGIS. #	STATUS
CollaborationLogic	2,509,494	Registered
RequirementsLogic	2,503,882	Registered
EstimatingLogic	2,503,881	Registered
NetSchedulingLogic	2,503,880	Registered
ExConTranLogic	2,503,878	Registered
PrepLogic	2,503,879	Registered



INTERNATIONAL
Institute for Learning, Inc.

May 22, 2001

Baker Barnes Associates, Inc.
231 Lions Gate Lane
Cary, North Carolina 27511

This Agreement will confirm the understanding between International Institute for Learning, Inc. ("IIL") and Baker Barnes Associates, Inc. ("BBA"), as follows:

1. BBA agrees to provide the services of Fred Baker and Bob Barnes ("Baker" and "Barnes") to IIL as trainers/consultants/developers. The services provided shall be in all subject areas requested by IIL including but not limited to Project Management, Theory of Constraints, Process Management, Quality, General Management, Leadership, Six Sigma, Performance Management, Team Building, etc., and shall consist of a variety of functions relating to IIL's current and anticipated business activities including but not limited to public and on-site training sessions, consulting, mentoring, coaching, courseware development, product development, on-site sales calls, sales-related conference calls, on-line learning, satellite broadcasts, webcasts, e-Learning programs, RFP work, customization work, chat room work, correspondence courses, etc. These services are to be provided consistent with the training, experience, and/or capability of BBA. BBA shall endeavor to develop the skills necessary to meet IIL's emerging and growing skill set and knowledge needs.
2. BBA shall be responsible for the following in connection with training services:
 - a. Following the specific course outline listed in the "program" brochure or marketing piece;
 - b. Teaching from the classroom workbook;
 - c. Making travel arrangements through IIL's travel service (when implemented), flying at coach rates (within continental North America, business class all others), unless first/business class travel is agreed to by the parties;
 - d. Submitting all course evaluations, sign-in sheets, and trainer's journal to IIL for follow-up on-site training and/or consulting opportunities upon completion of the program; and
 - e. Portable computers for use in presentations (IBM compatible, MS 2000 operating system, MS Office 2000, Pentium processor 233 MHz or better, 6 gigabyte hard-drive capacity).
3. IIL shall be responsible for the following in connection with training services:

- a. LCD projectors that BBA will take appropriate measures to protect. However, IIL will replace if lost or damaged;
 - b. All marketing of public programs and negotiating/selling/closing of the on-site sessions and/or consulting services;
 - c. Reproducing all participants' workbook materials and providing BBA with both a hard and electronic copy;
 - d. Reserving hotel accommodations for each night of stay; and
 - e. Follow-up with all public program attendees that originate from the results from the course evaluations or from sales leads provided by BBA for on-site training and/or consulting opportunities.
4. The term of this Agreement ("Term") shall be for four (4) years beginning June 1, 2001. The parties agree to review this Agreement three (3) months prior to its expiration for the purpose of determining whether to extend the Term and what changes, if any, should be incorporated into the extended Agreement.
- 5.
- a. IIL guarantees that it shall offer to BBA, and BBA guarantees that it shall accept from IIL, a minimum of 180 days of work to Baker and a minimum of 180 days of work to Barnes during each 12-month period of the Term beginning June 1, 2001 ("Guarantee"). Travel days will not be included as workdays unless it is for work located outside of continental North America, and if outside the contiguous US then, mutually agreed to by BBA and IIL.
 - b. It shall be within BBA's discretion to assign Baker or Barnes to a given work assignment (except if a client specifically requests the services of Baker or Barnes in which case BBA will use best endeavors to accommodate such request), provided that BBA ensures that the distribution of work remains balanced between Baker and Barnes. Accordingly, at the end of each 3-month period during the Term, a review shall be conducted to determine that there is no more than an annual 10-day discrepancy between the number of days of service rendered by Baker and by Barnes.
 - c. BBA shall submit to IIL's Scheduling Coordinator Manager, currently Jeanie Osborn, on a weekly basis a list of dates on which Baker and/or Barnes are not available to IIL. The list shall include whether this lack of availability is for Baker or Barnes. If a date does not appear on a list submitted to IIL, IIL may conclude that such date is available, and shall have the right to offer work on that date to BBA, and BBA agrees to provide the services of Baker and/or Barnes. Any days of work offered by IIL in accordance with the foregoing and at least one-week in advance, but not accepted by BBA for any reason, shall count toward IIL's Guarantee under this Agreement. BBA agrees that it will not otherwise commit Baker and/or Barnes to an extent which would prevent

BBA from complying with the terms of this Agreement, or which would frustrate the intent of this Agreement and/or the Guarantee. IIL also agrees that it will not withhold or otherwise manage assignments under this Agreement in such a manner that it would frustrate the intent of this Agreement and/or the Guarantee.

- d. At the end of each 12-month period during the Term, if IIL has failed to meet its Guarantee of offering work in accordance with this Agreement (and such failure is through no fault of BBA), then BBA shall invoice, and IIL shall pay, the difference between the Guarantee and the work actually performed by BBA during the preceding 12-month period.
- 6.
- a. IIL agrees to pay BBA [REDACTED] sales day, or consulting day. Other services provided by BBA to IIL on an hourly basis shall be paid by IIL an hourly rate [REDACTED] purposes of calculating the Guarantee shall consist of 8-work hours. These work hours will accumulate towards IIL's annual Guarantee commitment to BBA.
 - b. On the last day of each month, IIL shall pay BBA [REDACTED] [REDACTED] At the end of each 3-month period, BBA shall invoice IIL for any monies due BBA as a result of additional services rendered during such 3-month period, and IIL shall pay BBA within 30 days of receipt of the invoice (net 30). If during any quarter, BBA has worked less than a total of 90 days and IIL has paid for 90 days, then BBA will owe IIL those days in a future quarter, within the same contract year without charge. Should BBA work in excess of the annual guarantee specified in paragraph 5a above prior to the end of the contract year, and when IIL has paid for same, IIL's obligation under paragraph 5a above and this paragraph [REDACTED] monthly payments shall cease for the balance of that contract year. IIL's obligation for the balance of that contract year shall be to pay (net 30) for professional services and reimbursement of associated expenses of actual days worked. Unused workdays will not carryover from contract year to contract year.
 - c. Within 30 days of receipt by IIL of an invoice from BBA, IIL shall reimburse BBA for actual and customary out-of-pocket living and other expenses that have been incurred and submitted to IIL along with receipts for any single expenditure [REDACTED] and, when the services are for training sessions, receipt by IIL of a trainer's journal, sign-in sheet and participants' evaluations, if these materials are provided in the instructor packet at the beginning of the class). Customary expenses may include local

transportation, meals, tips, business phone calls, copying, faxes, materials, etc., incurred in the support of IIL assignments. IIL will not reimburse BBA for dry-cleaning, laundry, shoeshine, massage, movies, etc. unless approved by the responsible IIL sales representative in advance. Travel arrangements will be made through IIL's travel service, when this service becomes available, and IIL will be billed directly for airfare. IIL will provide Baker and Barnes with an American Express credit card to use for car rentals, hotel, food, and other costs incurred in the support of IIL assignments. Frequent flier miles and other "bonus" program rewards associated with the use of IIL's credit cards for payment shall accrue to the benefit of IIL, while Baker and/or Barnes shall accrue the miles and other bonuses associated with the travel involved to their personal accounts. IIL agrees to use frequent flier and other "bonus" program numbers and references provided by Baker and Barnes to ensure credit to Baker's and Barnes' accounts respectively.

7. BBA agrees that during the Term it shall: (i) not actively or passively promote, market, or sell its or its employees' services in subject areas defined or implied in paragraph 1; (ii) not have consultants and trainers other than Baker or Barnes working for it or rendering services to third parties in subject areas defined or implied in paragraph 1; (iii) not have an independent web site promoting subject areas defined or implied in paragraph 1; (iv) have BBA link removed from the web site of the Project Management Institute®; (v) remove advertisements from the PMNetwork®; (vi) when on IIL business, use IIL-provided e-mail addresses and business cards; (vii) not use, sell, license, transfer, or assign training materials or any products in the subject areas defined or implied in paragraph 1, which it owns or controls now and in the future (except to IIL as provided below).
8. a. BBA hereby assigns to IIL all right, title and interest, including but not limited to all names and intellectual property rights, in and to BBA's Unified Project Management® methodology and curriculum, and its Needs and Skill Gap Assessment for Business Excellence as listed below:
 - i. Project BasicLogicsm
 - ii. Project CollaborationLogicsm
 - iii. Project RequirementsLogicsm
 - iv. Project WBSLogicsm
 - v. Project RiskLogicsm
 - vi. Project EstimatingLogicsm
 - vii. Project NetSchedulingLogicsm
 - viii. Project ExConTranLogicsm
 - ix. Project OfficeLogicsm
 - x. Project MultipleProjectLogicsm

- xi. Project PortfolioLogicsm
- xii. Project CaseLogicsm
- xiii. Project PrepLogicsm
- xiv. Project MentoringLogicsm
- xv. Project JumpStartsm
- xvi. Needs and Skill Gap Assessment for Business Excellence

In addition BBA assigns hereto all leader guides, train the trainer programs, sales presentations, and customized programs previously developed for and provided to IIL related to the methodology and curriculum listed above.

- b. All right, title and interest in and to the materials listed in paragraph 8a shall belong solely and exclusively to IIL which shall have the complete, perpetual and unencumbered right throughout the universe to the unrestricted use, reproduction, distribution and exploitation of same, including but not limited to the right to copyright same in IIL's name, edit, alter, modify, combine with other materials, create derivative and ancillary products, etc. All products identified in 8a above, shall carry the authorship by-line "authored by A.C. Fred Baker, MBA, PMP and B. D. Barnes, PhD, PE, PMP". Authorship for all other materials supported by BBA shall be included in like manner at the discretion of IIL.
- c. BBA agrees to cooperate fully with IIL in connection with IIL's rights hereunder including executing any and all documents requested by IIL that are related to the transfer of ownership of the materials, courseware, etc. discussed in Paragraph 8a, above. In the event BBA refuses to execute any such documents, IIL shall have the right to do so in BBA's name.
- d. Should IIL materially default on its obligations under this Agreement, and such default is not cured by IIL within 60 days from BBA's notice in writing to IIL, all right, title and interest in and to all intellectual property rights, in and to BBA's Unified Project Management[®] methodology and curriculum, and its Needs and Skill Gap Assessment for Business Excellence as listed in paragraph 8a and turned over to IIL from BBA shall be returned to BBA for ownership solely and exclusively by BBA which shall have the complete, perpetual and unencumbered right throughout the universe to the unrestricted use, reproduction, distribution and exploitation of same, including but not limited to the right to copyright same in the name of BBA, to edit, alter, modify, combine with other materials, create derivative and ancillary products, etc. This transfer of ownership back to BBA because of default shall consist of all intellectual property rights, in and to all materials associated with BBA's Unified Project Management[®] methodology and curriculum, and its Needs

and Skill Gap Assessment for Business Excellence as listed in paragraph 8a as was originally transferred to IIL under this Agreement. This repossession of ownership of the materials is the only remedy that can be imposed on IIL by BBA in the case of IIL's default. A material default by IIL in the payment of monies due under this Agreement is not subject to the above 60 day cure period and BBA may exercise its rights hereunder 15 days after serving written notice.

- e. IIL agrees to cooperate fully with BBA in connection with BBA's rights hereunder including executing any and all documents requested by BBA that are related to the transfer of ownership of the materials, courseware, etc. discussed in Paragraph 8a, above. In the event IIL refuses to execute any such documents, BBA shall have the right to do so in IIL's name.
9. Baker and Barnes shall devote their attention and energy to the performance of services hereunder conscientiously and to the full extent of their ability. All services performed hereunder shall be performed with at least that standard of professional care, skill and diligence normally provided by PMI[®] Certified Project Management Professionals in the performance of similar services. Accordingly, Baker and Barnes will continue to provide professional services at no less of a level than has been historically provided to IIL by Baker and Barnes. The parties hereto agree to have their principals meet annually to mutually review the performance of IIL and BBA.
10. All services rendered and work produced by BBA under the terms of this Agreement shall constitute a "work for hire" and IIL shall own all right, title and interest, including all copyrights, trade secrets, patents, trademarks, and service marks and other intellectual property, in and to all such work throughout the universe without limitation.
11. Upon termination of this Agreement, BBA agrees to use its best efforts to return to IIL all materials, products, and equipment (e.g., LCD projectors), etc. that IIL furnished to BBA.
12. In addition, BBA acknowledges that contact details such as names and other data compiled from course evaluations are privileged and belong to IIL, and BBA therefore agrees not to use, or include in any data base, such contact details. Similarly, BBA agrees to remove all data from BBA's computers relating to IIL, and BBA agrees not to use any of IIL's copyrighted materials without IIL's written permission, except as provided in paragraphs 8d and 8e above. BBA further agrees that during the Term and for a period of one (1) year following termination of this Agreement, BBA will not solicit business from, or provide any services or


products to, any of IIL's clients for whom BBA provided services under this Agreement.

13. Because BBA's relationship with IIL is that of an independent contractor, BBA agrees to be responsible for all taxes and insurance applicable under existing laws, and for making all payments to its employees.
14. BBA and IIL each represents and warrants that it is free to enter into and fully perform this Agreement. BBA also represents and warrants that: (i) all material provided in accordance with this Agreement will either be BBA's own or fully cleared by BBA for use; (ii) employees of BBA will be bound to the terms and conditions of this Agreement as such may be applicable to them; and (iii) the information contained in paragraph 8a is complete and accurate, and that no other BBA owned or controlled materials exist relating to project management and to materials created or developed at any time in connection with services rendered exclusively to IIL. BBA and IIL each agrees to indemnify the other against any claim, damage, liability or expense, including reasonable counsel fees, arising out of breach of any representation, warranty, or agreement made in this Agreement.
15. Neither party may sub-contract or assign its rights, duties or obligations under this Agreement (except the right to receive payment) without the prior written permission of the other party.
16. Paragraphs 5d, 10, 11, 12, 13, 14, 15, 17, 18, and 19 shall survive termination of this Agreement.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and performed therein.
18. If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.
19. This Agreement contains the entire understanding of the parties relating to the subject matter herein contained, and this Agreement cannot be orally waived or altered in whole or in part.
20. Baker and Barnes agree to conduct themselves in a manner consistent with the Project Management Institute's® Code of Conduct for Certified Project Management Professionals.

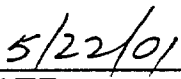
May 22, 2001

Page 8


21. This Agreement supercedes all previous agreements between IIL and BBA. Accordingly, all invoices from BBA to IIL for work under prior agreements, whether written or not, that exist and are not paid at the time of the execution of this Agreement shall become payable under a mutually agreed to payment plan, and all such funds shall be delivered to the offices of BBA per that payment plan to ensure that all out standing invoices are paid in full prior to the first payment due date (June 30, 2001) under this signed Agreement.



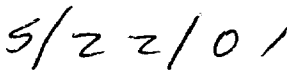
SIGNING FOR BAKER BARNES
ASSOCIATES, INC.



DATE



SIGNING FOR INTERNATIONAL
INSTITUTE FOR LEARNING, INC.



DATE