

01-03-2003



FORM PTO-1594 (Substitute)

R

HEET

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

102327578

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

12-23-02

FRANKLIN COVEY CO.

- Individual
- General Partnership
- Corporation-State
- Other: \_\_\_\_\_
- Association
- Limited Partnership

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

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

Name: MELLON HR SOLUTIONS LLC

Address: 2100 NORTH CENTRAL ROAD

City: FORT LEE State: NJ Zip: 07024

3. Nature of conveyance:

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

Execution Date: OCTOBER 31, 2002

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Pennsylvania Limited Liability Company

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 trademark registration number(s)

A. Trademark Application No(s).

76/360,974; 76/360,973

B. Trademark Registration No(s).

Additional numbers attached?  Yes  No

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

Name: JOSHUA S. BISH, ESQUIRE

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6)): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

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

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 and correct copy of the original document.*

JOSHUA S. BISH  
Name of Person Signing

Joshua S. Bish  
Signature

DECEMBER 18, 2002  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Director of the U.S. Patent and Trademark Office, Box Assignments  
Washington, D.C. 20231

01/02/2003 6TDN11 00000095 76360974

01 EC:8521  
FC:8522

40.00 OP

25.00 OP

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December 18, 2002 8:36 AM

TRADEMARK  
REEL: 002641 FRAME: 0258

**ASSIGNMENT OF TRADEMARKS AND APPLICATIONS**

This Assignment of Trademark and Applications (this "Assignment") entered into this 31st day of October, 2002, between Franklin Covey Co., a Utah corporation having a place of business at 2200 West Parkway Boulevard, Salt Lake City, Utah 84119 ("Assignor") and Mellon HR Solutions LLC, a Pennsylvania limited liability company having a place of business at 2100 North Central Road, Fort Lee, New Jersey 07024 ("Assignee").

**RECITALS**

WHEREAS, Assignor has adopted, used and is currently using the mark "TPO" which is the subject of United States Trademark Application Serial No. 76/360,974 and United States Service Mark Application Serial No. 76/360,973; and the mark "TRAINING PROCESS OUTSOURCING" which is the subject of United States Trademark Application Serial Nos. 76/361,080 and 76/361,081 and United States Service Mark Application Serial Nos. 76/361,082 and 76/361,083 (collectively, the "Marks" and the "Applications");

WHEREAS, Assignee is desirous of acquiring the Marks and the Applications from Assignor, together with the ongoing and existing business and the goodwill of Assignor associated with the Marks.

**AGREEMENT**

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement between the parties, dated as of October 31, 2002 (the "Purchase Agreement"), and other good and valuable consideration, receipt of which is hereby acknowledged by Assignor, the parties agree as follows:

**Section 1. Assignment**

(a) Assignor does hereby assign and transfer unto Assignee all rights, title, and interest in and to the Marks and the Applications, together with the ongoing and existing business and goodwill associated with the Marks.

(b) Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Marks and Applications, to establish full custody of the Marks and Applications by Assignee, to set forth and establish the chain of title to the Marks and Applications, and to set forth and establish the first use of the Marks.

**Section 2. Miscellaneous**

(a) This Assignment is given pursuant to the provisions of the Purchase Agreement and the assignment of the Marks and Applications hereunder are made subject to the

terms and conditions of the Purchase Agreement, which terms and conditions are hereby expressly incorporated by reference herein.

(b) All terms and conditions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. No party hereto may assign or transfer any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment, transfer or delegation without such consent shall be null and void.

(c) This Assignment shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law provisions thereof.

(d) This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their properly authorized signatories effective as of the date indicated above.

**FRANKLIN COVEY CO.**

By: 

Name: Val John Christensen

Title: Executive Vice President

**MELLON HR SOLUTIONS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their properly authorized signatories effective as of the date indicated above.

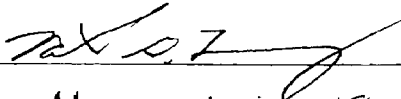
**FRANKLIN COVEY CO.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**MELLON HR SOLUTIONS LLC**

By: 

Name: MARTIN G. Flanagan

Title: Treasurer