

01-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

102337908

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): Frontline Group Organizational Learning System, Inc. 1-16-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Oklahoma
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Frontline Group of Texas, L.L.C.
Internal
Address: Suite 780
Street Address: 10333 Richmond Avenue
City: Houston State: TX Zip: 77042
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Texas 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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/31/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,064,168 2,103,203
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Suzanne Johnson
Internal Address: Jenner & Block, LLC
Street Address: One IBM Plaza
City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41).....\$165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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 copy of the original document.
Suzanne H. Johnson
Name of Person Signing
Signature
Date 1/10/03
Total number of pages including cover sheet, attachments, and document: 12

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

01/14/2003 TDIAZ1 00000129 2064168
40.00 OP
125.00 OP

TRADEMARK REEL: 002649 FRAME: 0117

Continuation of Box 4B

2,173,682

2,323,985

2,376,976

2,482,381

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 31st day of December, 2002 ("Effective Date") by and between FRONTLINE GROUP ORGANIZATIONAL LEARNING SYSTEMS, INC., an Oklahoma corporation, with its principal office at 4111 S. Darlington, Suite 600, Tulsa, Oklahoma 74135 ("Assignor"), and THE FRONTLINE GROUP OF TEXAS, L.L.C., a Texas limited liability company, with its principal office at 10333 Richmond Avenue, Suite 780, Houston, Texas 77042 ("Assignee").

**WHEREAS**, Assignor and Assignee, among others, are parties to (i) that certain Private Sale Agreement, dated as of December 31, 2002 (the "Private Sale Agreement") and (ii) that certain Sale Agreement dated as of December 31, 2002 (the "Sale Agreement" and, together with the Private Sale Agreement, the "Sale Documents");

**WHEREAS**, pursuant to the Sale Documents, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the unregistered trademarks set forth on Exhibit E attached hereto and the trade names and assumed names set forth on Schedule F attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the Assignor's entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor represents and warrants that it owns the entire right, title and interest in and to the Marks (including the corresponding rights set forth above), free and clear of any security interest or lien, other than those in favor of the Lender (as defined in the Sale Documents) or the other entities set forth on Schedule 2.2 of the Private Sale Agreement and Schedule 7.8 of the Sale Agreement.

Assignor shall take all reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignee shall pay for all of Assignor's expenses incident to or incurred in connection with providing such cooperation and assistance.

This Assignment is made subject to the terms, conditions and limitations set forth in the Sale Documents.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FRONTLINE GROUP ORGANIZATIONAL LEARNING SYSTEMS, INC. \_\_\_\_\_

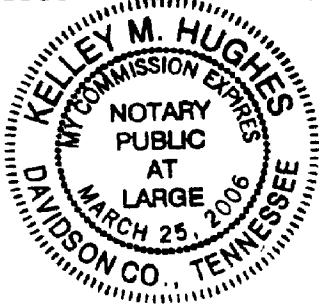
THE FRONTLINE GROUP OF TEXAS, L.L.C.

By: Mary M Howard  
Name: Mary M. Howard  
Title: Secretary + EVP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON ) SS.

On this 31<sup>ST</sup> day of DECEMBER 2002 there appeared before me MARY HOWARD, personally known to me, who acknowledged that he or she signed the foregoing Assignment as his or her voluntary act and deed on behalf and with full authority of FRONTLINE GROUP ORGANIZATIONAL LEARNING SYSTEMS, INC.



Kelley M. Hughes  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_ day of \_\_\_\_\_, 2002 there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he or she signed the foregoing Assignment as his or her voluntary act and deed on behalf and with full authority of THE FRONTLINE GROUP OF TEXAS, L.L.C.

\_\_\_\_\_  
Notary Public



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2,376,976	07/17/00	Miscellaneous Design – Multi Color Quadrant
2,064,168	05/20/97	Organizational Learning Systems
2,103,203	10/07/97	Bullseye/Arrow Design
2,173,682	07/14/98	Target/Bullseye Design
2,323,985	02/29/00	Progeny
2,482,381	08/28/01	Know How2 the Power of Experience, Shared and Design

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

None.

B-1



**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS**

None.

**SCHEDULE D**

**FOREIGN TRADEMARK APPLICATIONS**

None.

**SCHEDULE E**

**UNREGISTERED TRADEMARKS**

None.

**SCHEDULE F**

**TRADE NAMES AND ASSUMED NAMES**

None.

Continuation of Box 4B

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2,323,985

2,376,976

2,482,381