03-03-2003

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

Client No. 918,120-297

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

1. Name of conveying party(ies):

Korn/Ferry International Futurestep, Inc.

2.27.03

- ❑ Individual(s)
- ❑ Association
- ❑ General Partnership
- ❑ Limited Partnership
- ■ Corporation (Delaware)
- ❑ Other

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

2. Name and address of receiving party(ies)

Name: **Wells Fargo Bank, National Association**

Internal:

Street Address: 555 Montgomery Street 17th Floor

City: San Francisco State: CA Zip: 94111

- ❑ Individual(s) citizenship
- ■ Association National Banking 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

3. Nature of conveyance:

- ❑ Assignment
- ❑ Merger
- ■ Security Agreement
- ❑ Change of Name
- ❑ Corporation-State

Execution Date: February 14, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,350,744 2,447,352
2,414,415 2,318,775

Additional number(s) attached ❑Yes ■No

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

Name: Francie R. Gorowitz, Esq.

Internal Address: O'Melveny & Myers LLP

03/03/2003 GTON11 00000021 2350744

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

Street Address: 1999 Avenue of the Stars

City: Los Angeles State: CA Zip: 90067-6035

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) . . . . . .$ 115.00

- ■ Enclosed
- ❑ Authorized to be charged to deposit account

8. Deposit account number:

500639

(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.

Francie R. Gorowitz — Name of Person Signing
Francie Gorowitz — Signature
February 21, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 6

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

CC1:604056.1

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Korn/Ferry International Futurestep, Inc. a Delaware corporation, whose business address is 14724 Ventura Boulevard, Suite 600, Sherman Oaks, California 91403 owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, KORN/FERRY INTERNATIONAL, a Delaware corporation (**"Company"**), has entered into a Credit Agreement dated as of February 14, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions from time to time party thereto (collectively, together with their respective successors and assigns, the **"Lenders"**), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of February 14, 2003 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and]

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks

specifically set forth on Schedule A attached hereto, as the same may be amended from time to time) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically set forth on Schedule A attached hereto, as the same pay be amended from time to time) (the **"Trademark Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the **"Associated Goodwill"**); and

all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the __ day of _____, 2003

KORN/FERRY INTERNATIONAL
FUTURESTEP, INC

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

On _____, 2003, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature_____