

01/17/02

04-30-2003



102435182

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2) Tab settings

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

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

1. Name of conveying party(ies):

BANK ONE, NA. BANK ONE PLAZA CHICAGO, IL 60670

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other BANK

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: JAN 3 2002

2. Name and address of receiving party(ies)

Name: FRANKLIN COVEY Co

Internal Address: MS 0750

Street Address: 2200 W. PARKWAY BLVD

City: SLC State: UT Zip: 84119

- 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 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) SEE

ATTACHED SHEET

Additional number(s) attached Yes No

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

Name: CAROLYN LINDSEY

Internal Address: MS 0750

Street Address: 2200 W. PARKWAY BLVD

City: SLC State: UT Zip: 84010

6. Total number of applications and registrations involved:

103

7. Total fee (37 CFR 3.41) \$ 75.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

502202

DO NOT USE THIS SPACE

9. Signature.

Handwritten signature of Carolyn Lindsey

CAROLYN LINDSEY Signature

6-17-02 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

SEE NOTE

TRADEMARK REGISTRATIONS
IN THE NAME OF BANK ONE, NA. TO BE ASSIGNED TO FRANKLIN COVEY
CO.

| | |
|---|---------|
| Abundance Mentality | 2046792 |
| Achieve What Matters Most with Successful Communication | 1962463 |
| Ascend | 1666588 |
| Be Proactive | 1854911 |
| Because Life is Worth Planning | 1903115 |
| Begin with the End in Mind | 1842115 |
| Ben Franklin's Head Logo (stylized design) | 1873022 |
| Building Trust | 2326539 |
| Building Trust: The Key to High Performance | 2225435 |
| Challenge of Change, The | 1903115 |
| Challenge of Change, The | 1934321 |
| Championship Edition | 1889876 |
| Circle of Concern | 2048830 |
| Circle of Influence | 2046791 |
| Covey Leadership Center | 2171225 |
| Covey Leadership Center | 1767701 |
| Covey Quote Saver | 2066977 |
| Covey Reference Library | 2066978 |
| Covey Seven Habits Tools | 2066975 |
| Diagnose Before you Prescribe | 2178748 |
| Dirk Pitt | 1889873 |
| Dream Management | 2335665 |
| Duratab | 1928984 |
| Effectiveness Center | 2454943 |
| The Eighth Habit of Highly Effective People | 2377085 |
| Emotional Bank Account | 1903077 |
| Empathic Listening | 1971986 |
| Family Mission Statement | 2243959 |
| Family Mission Statement | 2243958 |
| The Fire Within | 1798926 |
| First Things First | 2193148 |
| First Things First | 1936558 |
| First Things First | 2131750 |
| Franklin and design | 1715129 |
| Franklin Covey and design | 2277354 |
| Franklin Covey and design | 2280492 |
| Franklin Covey and design | 2322868 |
| Franklin Covey | 2277257 |
| Franklin Covey | 2280491 |
| Franklin Day Planner | 1809117 |
| Franklin Planner | 2439892 |
| Franklin Planner | 2295388 |
| Franklin Quest | 1855026 |
| From Time Management to Life Leadership | 2170818 |
| Getting to Synergy | 2128379 |
| Goose and the Golden Egg | 1929720 |

| | |
|---|---------|
| Goose and the Golden Egg | 1903078 |
| How to Develop a Family Mission Statement | 2170552 |
| How to Develop a Family Mission Statement | 2168697 |
| Inside-out Approach | 2308628 |
| Introduction to the 7 Habits | 2128984 |
| Journal of Professional and Personal Success, The | 2386672 |
| Kenzo Studio | 2058641 |
| Key To High Performance, The | 2335697 |
| Key to Providing Solutions, The | 2343252 |
| Knowledge Epicenter | 2334342 |
| Living the Seven Habits Applications and Insights | 1882206 |
| Living the Seven Habits Applications and Insights | 1880498 |
| Loving Reminders | 2368479 |
| Maturity Continuum | 1925432 |
| Maturity Continuum | 1895379 |
| Missing Piece, The | 2257520 |
| Nature of Leadership, The | 2407413 |
| Organizational Effectiveness Cycle | 2376250 |
| Organizational Health Assessment | 2409571 |
| Paradigm Shift | 2358933 |
| PCOC | 2390895 |
| P/PC Balance | 2015701 |
| Performance Cycle | 1951072 |
| Performance Partner | 2372183 |
| Personal Mission Statement | 2265806 |
| Power of Understanding, The | 2358144 |
| Power of Valuing Differences | 2126840 |
| Power of Principle, The | 2294637 |
| Power of Principle, The | 2339535 |
| Power of Principle, The | 2208271 |
| Presentation Advantage | 2372217 |
| Principle-Centered Community Initiative | 2247955 |
| Principle-Centered Family Leadership | 2124088 |
| Principle-Centered Leadership | 1882001 |
| Principle-Centered Leadership | 1882208 |
| Principle-Centered Leadership | 1799702 |
| Principle-Centered Living | 1768290 |
| Principle-Centered Living | 1816475 |
| Priorities The Journal of Personal Success | 2261356 |
| Private Victory | 2178747 |
| Public Victory | 2178746 |
| Put First Things First | 1858925 |
| Quadrant II Time Management | 1735407 |
| Quadrant II Time Management | 1889765 |
| Roles and Goals | 2046794 |
| Scarcity Mentality | 2046793 |
| Seasons | 1940580 |
| Seek First to Understand, Then to be Understood | 2017764 |
| Seven Habits, The | 1882594 |
| 7 Habits Coach, The | 2280441 |

| | |
|--|---------|
| Habits Family Leadership Series, The | 2113794 |
| Habits of Highly Effective Families, The | 2208058 |
| Habits of Highly Effective Families, The | 2180077 |
| Habits of Highly Effective Families, The | 2416051 |
| Seven Habits of Highly Effective People, The | 1767275 |
| Seven Habits of Highly Effective People, The | 1781357 |
| Seven Habits of Highly Effective People, The | 1774478 |

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of January 3, 2002, executed by Bank One, NA. ("Bank One"), in its capacity as agent (Bank One, in such capacity, the "Agent") to the lenders under that certain Credit Agreement dated as of July 10, 2001 by and among Franklin Covey Co., a Utah corporation ("Debtor"), the lenders party thereto (the "Lenders"), the Agent, Bank One as the issuer of letters of credit thereunder (in such capacity, the "L/C Issuer"), and Zions First National Bank as the swing line lender thereunder, releasing all security interests of the Agent on behalf of the Agent, the Lenders, and the L/C Issuer (collectively, the "Secured Parties") in the Trademarks (defined below) owned by the Debtor.

RECITALS

WHEREAS, pursuant to that certain Borrower Security Agreement dated as July 10, 2001 by and among the Debtor and the Agent (the "Security Agreement"), the Debtor granted to Agent on behalf of the Secured Parties a security interest in certain assets of the Debtor, including, without limitation, the trademarks specifically described on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, pursuant to that certain Supplemental Security Agreement (Trademarks) dated as of July 10, 2001 by and among the Debtor and the Agent (the "Trademark Recordation Device") the Debtor confirmed the grant of the security interest in the Trademarks and the Trademark Recordation Device was recorded in the United States Patent and Trademark Office on July 23, 2001 at Reel 002292, Frame 0723 and later amended at Reel 002303, Frame 0084;

WHEREAS, Debtor desires termination of the Secured Parties' security interest in the Trademarks; and

WHEREAS, the Secured Parties are willing to terminate their security interest in the Trademarks;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

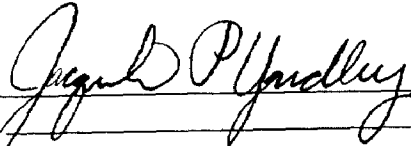
1. Termination of Security Interest. The Agent on behalf of the Secured Parties hereby terminates all of the Secured Parties' security interest in the Trademarks.

2. Revocation of Power of Attorney. The powers of attorney granted by Debtor to the Agent on behalf of the Secured Parties pursuant to that certain Irrevocable Power of Attorney delivered by the Debtor in connection with the Trademark Recordation Device are hereby revoked with respect to the Trademarks.

[Signature page following]

IN WITNESS WHEREOF, the Agent on behalf of the Secured Parties has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

BANK ONE, NA, in its capacity as Agent

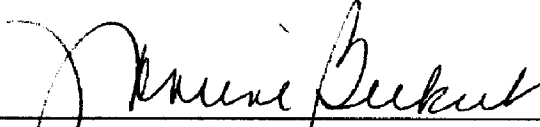
By: 
Name: _____
Title: _____

JACQUELINE P. YARDLEY
Senior Vice President

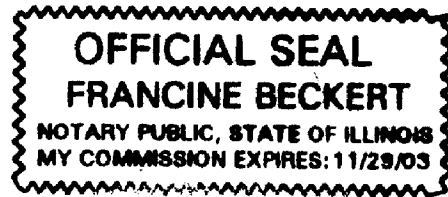
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On Jan. 3, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Jacqueline P. Yardley, Sr. Vice Pres, 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(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



My commission expires on _____



2003 APR 23 11 09:26

FINANCE SECTION

April 21, 2003

Dorothy Riley, Examiner
Assignment Division
United States Patent and Trademark Office
Washington, DC 20231

Dear Ms. Riley:

Enclosed are two assignments, which had previously been returned to Franklin Covey for failure to submit the appropriate filing fee or authorization to charge account. Please note that the appropriate box in section 7 has been checked and the account number of 502202 has been provided.

Please confirm your acceptance of these assignments. If you need anything further, please contact me.

Sincerely,



Tamera Donavon
Director, Legal Services

TD
Encl.

6/17/02



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): BANK ONE, NA. (BANK ONE PLAZA CHICAGO, IL 60670) [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other BANK

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

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other

Execution Date: JAN 3 2002

2. Name and address of receiving party(ies) Name: FRANKLIN COVEY Co Internal Address: MS 0750 Street Address: 2200 W PARKWAY BLVD City: SALT LAKE CITY State: UT Zip: 84119

[] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] 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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SHEET

B. Trademark Registration No.(s)

Additional number(s) attached [x] Yes [] No

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

Name: CAROLYN LINDSEY

Internal Address: MS 0750

FRANKLIN COVEY Co.

Street Address: 2200 W. PARKWAY BLVD

MS 0750

City: SLC State: UT Zip: 84119

6. Total number of applications and registrations involved: 95

7. Total fee (37 CFR 3.41) \$

[] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 502202

DO NOT USE THIS SPACE

9. Signature.

CAROLYN LINDSEY Name of Person Signing

Carolyn Lindsey Signature

6-14-02 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

TRADEMARK REEL: 002716 FRAME: 0926

SEE NOTE

TRADEMARK APPLICATIONS

IN THE NAME OF BANK ONE, NA. TO BE ASSIGNED TO FRANKLIN COVEY CO

| | |
|---|-----------|
| Americana | 75/671353 |
| Brain Training for Teams | 75/911382 |
| Building Trust | 75/687110 |
| Communication Suite | 75/901867 |
| Compass logo | 75/115973 |
| Compass logo | 76/115968 |
| Compass logo | 76/115969 |
| Compass logo | 76/115970 |
| Corporate Gladiator | 76/164923 |
| Corporate Gladiator | 76/164922 |
| Corporate Gladiator | 76/164921 |
| Creative Juicers | 75/891964 |
| Cultural Intelligence | 75/911384 |
| Cultural Intelligence | 75/911383 |
| Desk Quote | 76/095994 |
| Dollars \$ Sense: Money Management That Makes Sense | 76/264882 |
| Effectiveness Center | 76/084654 |
| Effectiveness in the Digital Age | 76/109904 |
| Effectiveness in the Digital Age | 76/109909 |
| Effectiveness in the Digital Age | 76/109910 |
| Execution Intelligence | 76/221653 |
| Execution Intelligence | 76/221652 |
| Execution Intelligence | 76/221651 |
| Execution Quotient | 76/221654 |
| Execution Quotient | 76/221655 |
| Execution Quotient | 76/221656 |
| The 8 th Habit | 75/087361 |
| The 8 th Habit | 75/088319 |
| The 8 th Habit | 75/088318 |
| Forms Wizard | 76/147441 |
| The 4 Roles of Leadership | 75/562121 |
| The 4 Roles of Leadership | 75/562120 |
| The 4 Roles of Leadership | 75/562119 |
| The Four-Step Project Management Process | 76/182676 |
| Franklin Covey and design | 75/683553 |
| Franklin Covey | 75/683555 |
| Franklin Covey | 75/685752 |
| Franklin Covey Impact Learning | 75/654982 |
| Franklin Covey Project Management | 76/182678 |
| Franklin Planner | 75/590037 |
| Franklin Planner | 75/590036 |
| Franklin Planner Software | 75/772151 |
| FranklinPlanner.com | 76/173944 |
| Helping Clients Succeed | 75/886161 |
| Helping Clients Succeed | 75/886166 |
| Helping Clients Succeed | 75/886160 |

| | |
|--|-----------|
| How Highly Effective Leaders Navigate, Change, Deliver Results, and Create the Future | 75/562118 |
| Impact Analysis System | 76/115974 |
| Insertables | 76/008395 |
| Jack Phillips | 76/116452 |
| Jack Phillips | 76/116451 |
| Leadership Insights | 75/901868 |
| Leadership Is A Choice | 75/891965 |
| Leading Indicators | 75/044750 |
| Leading Indicators | 75/044672 |
| Leading Indicators | 75/044671 |
| Learn Big | 75/654981 |
| Little Secrets of Life | 76/027627 |
| M.D. In Leadership | 75/901866 |
| Milano Baguette | 76/125751 |
| Milano Minimalist | 76/125725 |
| Modern Gladiator | 76/247470 |
| Modern Gladiator | 76/247469 |
| Modern Gladiator | 76/247468 |
| Nature of Leadership, The | 75/519801 |
| Net Planner | 75/891967 |
| Note Stack | 76/129061 |
| Oneplace | 76/265749 |
| Performance Sport | 75/942790 |
| Personal Productivity Systems | 76/618263 |
| Personal Productivity Systems | 76/618264 |
| Planner.com | 75/917471 |
| Planner.net | 75/891967 |
| Planner.org | 75/891966 |
| Planware | 76/247467 |
| Planware | 76/247466 |
| Planware | 76/247465 |
| Portable 7 Habits, The | 75/772152 |
| Power of Understanding, The | 75/383528 |
| Power Pro | 75/901869 |
| Principled-Centered Organizational Change | 75/584982 |
| Print To Fit | 76/146105 |
| Printer Assistant | 76/147440 |
| Priorities | 75/477333 |
| Productivity in the Digital Age | 76/133243 |
| Productivity in the Digital Age | 76/133241 |
| Productivity in The Digital Age | 76/133240 |
| Productivity in the Digital Age | 76/133239 |
| Project Management Practice | 76/271591 |
| Project Management Practice | 76/271592 |
| Project Management Practice | 76/271593 |
| Riverwood | 75/911381 |
| Riverwood | 75/911380 |
| ROI Process | 76/116453 |
| ROI Resource Center | 76/129066 |

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of January 3, 2002, executed by Bank One, NA. ("Bank One"), in its capacity as agent (Bank One, in such capacity, the "Agent") to the lenders under that certain Credit Agreement dated as of July 10, 2001 by and among Franklin Covey Co., a Utah corporation ("Debtor"), the lenders party thereto (the "Lenders"), the Agent, Bank One as the issuer of letters of credit thereunder (in such capacity, the "L/C Issuer"), and Zions First National Bank as the swing line lender thereunder, releasing all security interests of the Agent on behalf of the Agent, the Lenders, and the L/C Issuer (collectively, the "Secured Parties") in the Trademarks (defined below) owned by the Debtor.

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[Signature page following]

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BANK ONE, NA, in its capacity as Agent

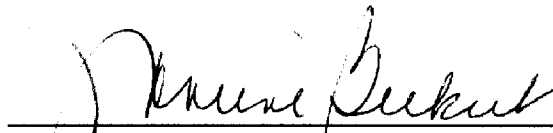
By: *Jacqueline P. Yardley*
Name: _____
Title: _____

JACQUELINE P. YARDLEY
Senior Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On Jan. 3, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Jacqueline P. Yardley, Sr. Vice Pres, 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(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



My commission expires on _____

