

10-3-03

10-06-2003

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



102547308

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):

THE DARTNELL CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: SEPT 30, 2003

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC

Internal

Address: CAPITAL CORPORATIONStreet Address: 2325 LAKEVIEW PKWCity: ALPHARETTA State: GA Zip: 30004

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State DE
☐ 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 SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

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

Name: SUSAN LAKEInternal Address: KING & SPALDINGStreet Address: 191 PEACHTREE STCity: ATLANTA State: GA Zip: 303036. Total number of applications and registrations involved: 167. Total fee (37 CFR 3.41) 8021 \$ 415.00☒ Enclosed EXPEDITE 120.00☐ 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.

SUSAN LAKE

Name of Person Signing

Susan Lake

Signature

OCT 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

10/06/2003 ECOOPER 00000070 2366044

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

01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
375.00 OP
120.00 OP

TRADEMARK
REEL: 002726 FRAME: 0471

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

The Dartnell Corporation

<u>Trade/Service Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Public HR	July 11, 2000	2,366,044
IDEA-A-DAY GUIDE	May 25, 1999	2,247,192
A Team of Eagles	October 1, 1996	2,004,817
Customer's First	April 8, 1999	75/677704 (serial no.)
Dartnell's Customer Service Heroes Contest	March 17, 1998	2,144,726
Customer Service Heroes	June 15, 1999	2,254,164
Verdict Reviews	February 10, 1987	1,428,893
SELL!NG (and design)	April 23, 1996	1,970,673
WORKINDEX.Com	June 20, 2000	2,360,881
Jury Verdict Research	June 9, 1987	1,442,040
HR Technology	December 5, 2000	2,411,509
FEDS	June 18, 1985	1,343,556
Public HR-Strategies for Public Sector Human Resource Management	April 4, 2000	2,339,404
Cyberfeds	January 23, 2002	2,423,033
HR Technology Conference & Exposition	February 6, 2001	2,427,653
Public HR Management Conference & Expo	January 16, 2001	2,420,602

TRADEMARK SECURITY AGREEMENT
(The Dartnell Corporation)

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2003, by THE DARTNELL CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE DARTNELL CORPORATION

By: 
Kenneth F. Kahn
President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Raymond Shu
Duly Authorized Signatory

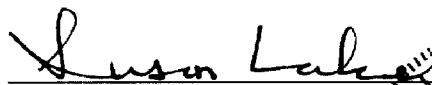
ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA

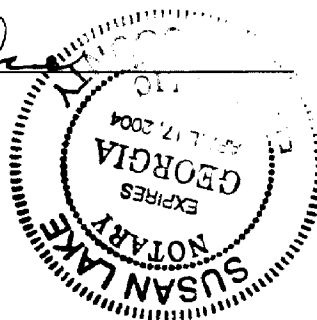
) ss.

COUNTY OF FULTON

On this 30 day of September, 2003 before me personally appeared Ken Kahn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Dartnell Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}



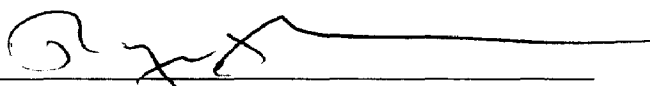
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE DARTNELL CORPORATION

By: _____
Kenneth F. Kahn
President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Raymond Shu
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA

) ss.

COUNTY OF FULTON

On this ____ day of September, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Dartnell Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

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