

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kepner-Tregoe, Inc.		01/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Business Credit, Inc.		
Street Address:	1600 John F. Kennedy Boulevard		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2605645	SOFTWARE FOR THE HARD PART OF BUSINESS	
Registration Number:	2890679	ETHINK	
Registration Number:	2778776	PROCESS APPLICATION KIT	
Registration Number:	2847861	SPM	
Serial Number:	75676274	SHARPENER	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Christine Wilson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		

CH \$140.00 2605645

Signature:	/CHRISTINE WILSON/
Date:	02/23/2005
Total Attachments: 7 source=kepner-tregoe - wells fargo#page1.tif source=kepner-tregoe - wells fargo#page2.tif source=kepner-tregoe - wells fargo#page3.tif source=kepner-tregoe - wells fargo#page4.tif source=kepner-tregoe - wells fargo#page5.tif source=kepner-tregoe - wells fargo#page6.tif source=kepner-tregoe - wells fargo#page7.tif	

AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement, dated as of January 20, 2005, is made by and between Kepner-Tregoe, Inc., a Delaware corporation whose address and principal place of business is 17 Research Road, Skillman, New Jersey (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is 1600 John F. Kennedy Boulevard, Philadelphia, Pennsylvania, 19103 (the "Secured Party").

Recitals

WHEREAS, Borrower and Lender are parties to a certain Credit and Security Agreement dated June 19, 2002, as amended, modified or restated (collectively and individually, the "Credit Agreement") relating to financing by Lender to Borrower (all capitalized terms used, but not specifically defined herein, shall have the meaning provided for such terms in the Credit Agreement); and

WHEREAS in order to secure obligations of the Borrower to the Lender arising from the Credit Agreement, the Borrower has granted the Lender a senior lien on substantially all of the Borrower's assets, including, without limitation, the Borrower's patents and trademarks, as evidenced by that certain Patent and Trademark Security Agreement by and between the Borrower and the Lender dated June 19, 2002 ; and

WHEREAS, Borrower has requested that Lender provide an additional credit facility to Borrower, in the principal amount equal to \$2,500,000 for (a) the purpose of refinancing the Borrower's existing real estate loan with 1st Constitution Bank and (b) to provide additional working capital, and otherwise amend certain terms and conditions of the Credit Agreement, as set forth in that certain Amendment to Credit and Security Agreement by and between the Borrower and Lender, of even date herewith (the "Amendment");

WHEREAS to induce the Lender to enter into the Amendment, the Borrower has offered to further secure the additional obligations of the Borrower to the Lender arising under the Credit Agreement and the Amendment; the Borrower has agreed to enter into this Amendment to Patent and Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Lender modify the terms and conditions of the Patent and Trademark Security Agreement as follows:

1. As of the date of this Amendment to Patent and Trademark Security Agreement, the following definitions within Section 1 of the Patent and Trademark Security Agreement are amended and restated in their entirety as follows:

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement, as amended pursuant to that certain Amendment to Credit and Security Agreement dated January 20, 2005, and as may be amended, modified or restated from time to time) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement, as amended pursuant to that certain Amendment to Credit and Security Agreement dated January 20, 2005, and as may be amended, modified or restated from time to time).

2. As of the date of this Amendment to Patent and Trademark Security Agreement, the following definition of Patents set forth at Section 3(a) of the Patent and Trademark Security Agreement is hereby amended and supplemented to include the Patents as set forth on Exhibit A-1 to the Amendment to Patent and Trademark Security Agreement.

3. As of the date of this Amendment to Patent and Trademark Security Agreement, the following definition of Trademarks set forth at Section 3(b) of the Patent and Trademark Security Agreement is hereby amended and supplemented to include the Trademarks as set forth on Exhibit B-1 to the Amendment to Patent and Trademark Security Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

KEPNER-TREGOE, INC.

By  _____

By _____

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement, as amended pursuant to that certain Amendment to Credit and Security Agreement dated January __, 2005, and as may be amended, modified or restated from time to time) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement, as amended pursuant to that certain Amendment to Credit and Security Agreement dated January __, 2005, and as may be amended, modified or restated from time to time).

2. As of the date of this Amendment to Patent and Trademark Security Agreement, the following definition of Patents set forth at Section 3(a) of the Patent and Trademark Security Agreement is hereby amended and supplemented to include the Patents as set forth on Exhibit A-1 to the Amendment to Patent and Trademark Security Agreement.

3. As of the date of this Amendment to Patent and Trademark Security Agreement, the following definition of Trademarks set forth at Section 3(b) of the Patent and Trademark Security Agreement is hereby amended and supplemented to include the Trademarks as set forth on Exhibit B-1 to the Amendment to Patent and Trademark Security Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

KEPNER-TREGOE, INC.

By _____

By William B. Seldon

William B. Seldon
Vice President

STATE OF NEW JERSEY)

COUNTY OF Somerset)

The foregoing instrument was acknowledged before me this 15th day of January, 2005, by William B. B. B. B., the Vice President of Kepner-Tregoe, Inc., a Delaware corporation, on behalf of the corporation.



Notary Public

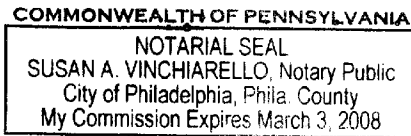
KEVIN T. O'BRIEN
ATTORNEY-AT-LAW OF THE
STATE OF NEW JERSEY

STATE OF Pennsylvania)
)
COUNTY OF Philadelphia)

The foregoing instrument was acknowledged before me this 26 day of January, 2005, by Alan I. Cohen a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the Secured Party

Susan A. Vinchiarello

Notary Public



SCHEDULE A-1

Patents – None

SCHEDULE B-1

Intellectual Property Collateral/Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/Filing Date</u>
Software for the Hard Part Of Business	R2605645	August 6, 2002
EThink	R2890679	October 5, 2004
Process Application Kit	R2778776	October 28, 2003
SPM	R2847861	June 1, 2004
Sharpener	R000000 published as Serial #75-676274	

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