

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Global Knowledge Network, Inc.		04/28/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO FOOTHILL, INC.		
<b>Street Address:</b>	1000 Abernathy Road		
<b>Internal Address:</b>	Suite 1450		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2730977	ACADEMY NETGUN	
Registration Number:	1887532	ARG	
Registration Number:	2404984	COURSEWARE EXPRESS	
Registration Number:	2153823	CUSTOMDOC	
Registration Number:	2445429	GEO TRAIN	
Registration Number:	2443650	GEOTRAIN	
Registration Number:	2287398	INTEGRATED LEARNING SOLUTION	
Registration Number:	2472267	KNOWLEDGE PATHWAYS	
Registration Number:	2272810	LEARN WHILE YOU WORK	
Registration Number:	2198080	LEARNING CENTRAL	
Registration Number:	2647640	NETGUN	
Registration Number:	2190095	ON DEMAND INTERACTIVE LEARNING	
Registration Number:	2311785	SCOUTWINGS	

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**TRADEMARK**  
**REEL: 003087 FRAME: 0490**

Registration Number:	2311784	SCOUTWINGS
Registration Number:	2279741	TECHNOLOGY FOR BETTER LEARNING
Serial Number:	76291842	GLOBAL KNOWLEDGE
Serial Number:	76291026	GLOBAL KNOWLEDGE
Serial Number:	75240297	QUALIFICATION TECHNOLOGIES
Serial Number:	75240294	QUALTECH

# CORRESPONDENCE DATA

Fax Number: (404)685-5231

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-815-2231

Email: heatherskinner@paulhastings.com

Correspondent Name: Heather F. Skinner

Address Line 1: 600 Peachtree Street

Address Line 2: Suite 2400

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Chris D. Molen
Signature:	/cdm/
Date:	04/29/2005

# Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28 day of April, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Global Knowledge Network, Inc., a Delaware corporation ("Global Knowledge"), the other Borrowers party thereto from time to time (together with Global Knowledge, each referred to hereinafter individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such 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 Intellectual Property 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 Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property 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, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each 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.

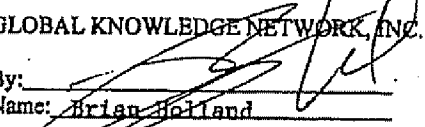
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each 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.

GLOBAL KNOWLEDGE NETWORK, INC.

By:   
Name: Brian Holland  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003087 FRAME: 0494

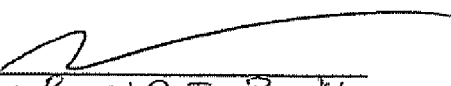
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL KNOWLEDGE NETWORK, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By:   
Name: Ronald S. Banks  
Title: Vice President

# Security Agreement

## Schedule 1 – Trademarks

Global Knowledge Network, Inc.

MARK	Country	Trademark Registration Number	Application	Registered
Academy Netgun	US	2730977	75-527784	7/1/2003
Academy Netgun	Japan	4545735	2000-141803	2/22/2002
ARG	US	1,887,532	74-497,649	4/4/1995
Blended Learning Solutions	Japan		2001-099362	
Boot Camp	Japan	4551825	2000-141816	3/5/2002
Competence Key	CTM	EU284786	EU284786	6/28/1996
Competence Key	Japan	4121594	71363/1996	3/6/1998
Competence Key	Norway	189628		4/30/1998
Competence Key	Singapore	T96/06609F		1/2/1996
Competence Key	Switzerland	448534	04812/1996	2/17/1998
Courseware Express	US	2,404,984	75-286,579	11/21/2000
CustomDOC	Australia	748,166		
CustomDOC	Canada	TMA 554,308	0860,724	11/22/2001
CustomDOC	UK	2,258,587	2258587	1/22/2001
CustomDOC	US	2,153,823	75-288,284	4/28/1998
Geo Train & Design	Australia	753,595		1/27/1998
Geo Train & Design	UK	2,156,385	2156388	9/10/1999
Geo Train & Design	US	2,445,429	75-426,747	4/24/2001
Geotrain	Australia	753,596		1/27/1998
Geotrain	Canada	TMA 512,862	0852,579	7/15/1999
Geotrain	UK	2,156,388	2,156,388	1/26/1998
Geotrain	US	2,443,650	75-426,748	4/17/2001
Geotrain Design	Canada	TMA 513,961	0852,578	8/4/1999
Global Knowledge	US	abandoned	76-291842	
Global Knowledge	US	abandoned	76-291026	
Global Knowledge	China	3082179	3082179	12/14/2003
Global Knowledge	CTM		002549293	
Global Knowledge	Japan	4687422	2002-005475	6/27/2003
Global Knowledge	Canada	TMA 562,713	0892,938	5/28/2002
Global Knowledge	Singapore			
Global Knowledge	Switzerland	500107	2002 756	1/28/2002
Global Knowledge and Design	Korea	8331	45-2002-289	10/8/2003
Global Knowledge and Design	Mexico	768,849	529,561	1/25/2002
Global Knowledge and Design	Venezuela			
Global Knowledge and Device	China		3082179	
Global Knowledge Foundation	Canada	TMA 540348	0874,555	1/26/2001
IEL	Japan	4516218	2000-110950	10/19/2001
Infonautica	Switzerland	441015	1996 4569	6/22/1995
Innoversity				
Integrated Learning Solutions	US	2,287,398	75-470,399	10/19/1999
Knowledge Pathways	US	2,472,267	75-789,178	7/24/2001
Learn While You Work	US	2,272,810	75-296,599	8/24/1999
Learning Central	US	2,198,080	75-347,448	10/20/1998
Mentys	Canada	TMA 473,345	0789,562	3/21/1997
Mindfire				
NETGUN	Australia	754,290		2/5/1998
NETGUN	Canada	TMA 553,403	0873,456	11/5/2001
NETGUN	UK	2,163,414	2,163,414	4/7/1998
NETGUN	US	2,647,640	75-482,205	11/12/2002
NETGUN ACADEMY DESIGN	Australia	776,136		10/21/1998
NETGUN ACADEMY DESIGN	Canada	TMA 553,442	0875,929	11/5/2001
NETGUN ACADEMY DESIGN	UK	2,168,328	2,168,328	4/22/2002
New Train	Japan	3061422	H04-262584	7/31/1995
ON DEMAND INTERACTIVE LEARNING	US	2,190,095	75-288,273	9/15/1998
Qualification Technologies	US	abandoned	75-240297	
QUALTECH	US	abandoned	75-240,294	

MARK	Country	Trademark Registration Number	Application	Registered
ScoutWings	US	2,311,785	75-628,953	1/25/2000
ScoutWings	US	2,311,784	75-628,894	1/25/2000
ScoutWings ITU	US	suspended		
Technology for Better Learning	US	2,279,741	75-249,377	9/21/1999
V-Class	Japan		2001-034117	

Global Knowledge Network (Canada) Inc.				
NETGUN ACADEMY DESIGN	US	2,730,977	75-527,784	