TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEC WORLDWIDE, Inc.		07/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	450 B Street, Suite 1500
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1433330	TEC
Registration Number:	1764791	TEC
Registration Number:	2319646	TEC AN INTERNATIONAL ORGANIZATION OF CEOS
Serial Number:	78596538	EVEREST
Serial Number:	78606187	EXCELSUS
Serial Number:	76632955	EXECS
Serial Number:	76632954	LEADERCREST
Serial Number:	76632957	LEADERFIRST
Serial Number:	76632956	LEADERPEAK
Serial Number:	76621883	LEADERS

CH $265.00 1433330

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6327

Email: bmoylan@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	08/31/2005

Total Attachments: 9
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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 31st day of July, 2005 by and between TEC WORLDWIDE, INC., a Delaware corporation, ("Debtor"), and BANK OF AMERICA, N.A. ("Bank").

1. Grant of Security Interest. As collateral security for the Obligations of the Debtor under, and as defined in, the Credit Agreement dated as of July 31, 2005 between the Debtor and the Bank (as the same may be amended, modified, waived, replaced and amended and restated from time to time, the "Credit Agreement") Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of Bank, it is the intention of the parties hereto that Debtor continue to own the Collateral.

3. Covenants. Debtor hereby agrees, at no cost or expense to Bank, except to the extent otherwise expressly permitted or provided by the Credit Agreement or any other Loan Document (as defined in the Credit Agreement), to (a) continue to use, and take all other actions reasonably necessary to maintain, its trademarks in full force free from any claim of abandonment for non-use, invalidity or unenforceability except to the extent not material to the conduct of Debtor's business (b) maintain as in the past the quality of products and services offered under all of the trademarks, (c) employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (d) not adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks and (e) use its trademarks registered for the uses for which registration or application for registration of the trademarks has been made. Bank may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Bank from time to time, and in connection with the filing of such financing statements, Debtor acknowledges and agrees that Bank may utilize a general description of the Collateral.

4. Collection of Payment Collateral. Upon the request of Bank made at any time after the occurrence and during the continuance of any Event of Default (as defined in the Credit Agreement), Debtor will (a) notify and direct any licensee or other party who is obligated to make payments ("Payment Collateral") on the Collateral, to make payment thereof to such accounts as Bank may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to Bank, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by Bank) which may be received by Debtor at any time on account of any Collateral Payment and, until delivered to Bank, such items will be held in trust for Bank and will not be commingled by Debtor with any of its other funds or property. Thereafter, Bank is hereby authorized and empowered to endorse the name of Debtor on any check, draft or other instrument for the payment of money received by Bank on account of any Collateral Payment if Bank believes such endorsement is necessary or desirable for purposes of collection. Debtor will indemnify and save harmless Bank from and against all reasonable liabilities and expenses on account of any adverse claim asserted against Bank

relating to any moneys received by Bank on account of any Collateral Payment and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of the Obligations and the release of the security interest granted in this Security Agreement.

5. Remedies. After the occurrence and during the continuance of any Event of Default under the Credit Agreement, Bank may, without notice to or demand on Debtor and in addition to all rights and remedies available to Bank with respect to the Obligations, at law, in equity or otherwise, exercise all of the rights and remedies provided in the Security Agreement (as defined in the Credit Agreement) and other Loan Documents (as defined in the Credit Agreement).

6. Miscellaneous. The rights, powers and remedies of Bank under this Security Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Bank's security interest in the Collateral. Any delay or failure by Bank to exercise any right, power or remedy shall not constitute a waiver thereof by Bank, and no single or partial exercise by Bank of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement, the Credit Agreement, and the other Loan Documents (as defined in the Credit Agreement) embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Documents of Debtor shall survive the termination of this Agreement and shall be effective until the Obligations are paid and performed in full or longer as expressly provided herein. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to choice of law rules (except those contained in the Uniform Commercial Code and mandatory choice of law rules) that result in the application of the law of a jurisdiction other than the State of California. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

TEC WORLDWIDE, INC., as Debtor

By: _____
Name: Jerry A. Schneider
Title: Chief Financial Officer

Address:

BANK OF AMERICA, N.A., as Bank

By: _____
Name: _____
Title: _____

Address:

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

TEC WORLDWIDE, INC., as Debtor

By:_____
Name:_____
Title:_____

Address:

BANK OF AMERICA, N.A., as Bank

By: Karin S. Barnes
Name: KARIN S. BARNES
Title: SENIOR VICE PRESIDENT

Address: BANK OF AMERICA, N.A.
450 B STREET
SUITE 1500
SAN DIEGO, CA 92101

SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

Trademark	Country	Status	App No./ App Date		Reg No./ Reg Date		Class	JMBM No.
TEC	Australia	Registered	450727	09-Sep-1986	A451727	28-Dec-1990	41	59554-0076
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	Australia	Registered	704449	13-Mar-1996	704449	15-May-1997	35, 41	59554-0025
TEC CEO INSIGHT	Australia	Registered	739760	22-Jul-1997	739760	27-Aug-1999	42	59554-0055
TEC WORLD NEWS	Australia	Registered	739093	14-Jul-1997	739093	27-Jan-1998	16	59554-0038
TECCEO	Australia	Registered	739759	22-Jul-1997	739759	03-Feb-1998	42	59554-0048
THE EXECUTIVE CONNECTION	Australia	Registered	491229	15-Jul-1988	B491229	30-Apr-1991	41	59554-0077
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Austria	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Benelux	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	Brazil	Registered	818957336	30-Nov-1995	818957336	19-Sep-2000	41 (BR. 41.10, 41.40)	59554-0026
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	Brazil	Registered	818957344	30-Nov-1995	818957344	08-Sep-1998	40 (BR 40.31, 40.32)	59554-0029
TEC	California	Renewed	32463	08-Mar-1988	32463	06-Apr-1988	41	59554-0017
THE EXECUTIVE COMMITTEE	California	Renewed	32462	08-Mar-1988	32462	06-Apr-1988	41	59554-0022
TEC	Canada	Renewed	658824	09-Sep-1986	350965	10-Feb-1989	41	59554-0078
TEC WORLD NEWS	Canada	Registered	850651	14-Jul-1997	513147	23-Jul-1999	16	59554-0040
THE EXECUTIVE COMMITTEE	Canada	Renewed	574337	09-Dec-1986	350973	10-Feb-1989	41	59554-0079
TEC	Colorado	Renewed	881014110	08-Mar-1988	881014110	10-Mar-1988	41 (Na. 107)	59554-0014
THE EXECUTIVE COMMITTEE	Colorado	Renewed	881014105	08-Mar-1988	881014105	10-Mar-1988	41 (Na. 107)	59554-0020
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Denmark	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122

Trademark	Country	Status	App No./ App Date		Reg No./ Reg Date		Class	JMBM No.
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	European Community	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Finland	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC	Florida	Renewed	T08975	08-Mar-1988	T08975	06-Apr-1988	41	59554-0018
THE EXECUTIVE COMMITTEE	Florida	Renewed	T08972	08-Mar-1988	T08972	06-Apr-1988	41	59554-0023
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	France	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC	Georgia	Renewed	S-8287	08-Mar-1988	S-8282	19-Apr-1988	41 (GA 8)	59554-0019
THE EXECUTIVE COMMITTEE	Georgia	Renewed	S-8282	08-Mar-1988	S-8282	19-Apr-1988	41(GA 8)	59554-0024
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Germany	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Greece	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Ireland	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Italy	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
THE EXECUTIVE COMMITTEE	Japan	Registered	37269/1987	04-Apr-1987	2211854	23-Feb-1990	JP 26	59554-0080
TEC	Malaysia	Registered	94/04559	07-Jun-1994	94/04559	26-Dec-2004	16	59554-0012
TEC	Malaysia	Registered	97-18797	01-Dec-1997	97/18797	05-Dec-2001	35	59554-0119
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	Malaysia	Pending	94-04561	07-Jun-1994			16	59554-0032

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Trademark	Country	Status	App No./ App Date		Reg No./ Reg Date		Class	JMBM No.
TEC AN INTERNATIONAL ORGANIZATION OF CEOs & Design	Malaysia	Pending	97-18796	01-Dec-1997			35	59554-0118
THE EXECUTIVE COMMITTEE	Malaysia	Registered	94/04560	07-Jun-1994	94/04560	26-Dec-2004	16	59554-0008
THE EXECUTIVE COMMITTEE	Malaysia	Pending	97-18794	01-Dec-1997			35	59554-0116
TEC	Maryland	Renewed	88-S2131	08-Mar-1988	88-S2131	11-Mar-1988	41 (State 60)	59554-0035
THE EXECUTIVE COMMITTEE	Maryland	Renewed	88-S2132	08-Mar-1988	88-S2132	11-Mar-1988	41 (State 60)	59554-0063
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Mexico	Registered	359474	07-Jan-1999	608226	30-Apr-1999	42	59554-0123
TEC	Missouri	Renewed			S09926	21-Mar-1988	107	59554-0070
THE EXECUTIVE COMMITTEE	Missouri	Renewed			S09927	21-Mar-1988	107	59554-0068
TEC	New York	Renewed	S-10851	08-Jul-1988	S-10851	27-Jul-1988	41 (Na. 107)	59554-0045
THE EXECUTIVE COMMITTEE	New York	Renewed	S-10850	08-Jul-1988	S-10850	27-Jul-1988	41 (Na. 107)	59554-0064
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Portugal	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	Singapore	Renewed	4557/94	03-Jun-1994	T94/04557A	03-Jun-1994	35	59554-0030
THE EXECUTIVE COMMITTEE	Singapore	Registered	4553/94	03-Jun-1994	T94/04553I	02-Jul-2002	35	59554-0004
THE EXECUTIVE COMMITTEE	South Africa	Registered	97/02795	25-Feb-1997	1997-02795	11-Jul-2003	16	59554-0002
THE EXECUTIVE COMMITTEE	South Africa	Registered	97/02796	25-Feb-1997	1997-02796	11-Jul-2003	35	59554-0005
THE EXECUTIVE COMMITTEE	South Africa	Registered	97/02797	25-Feb-1997	1997-02797	11-Jul-2003	41	59554-0010
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Spain	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	Sweden	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122

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Active Trademarks by Country

Trademark	Country	Status	App No./ App Date		Reg No./ Reg Date		Class	JMBM No.
TEC	Taiwan	Registered	32325	13-Jul-1988	35027	16-Apr-1989	41 (Tw. 1)	59554-0082
TEC	Tennessee	Renewed	818 0707	08-Apr-1988	818 0707	12-Apr-1988	41 (Na. 107)	59554-0071
THE EXECUTIVE COMMITTEE	Tennessee	Renewed	818 0710	08-Apr-1988	818 0710	12-Apr-1988	41 (Na. 107)	59554-0069
TEC AN INTERNATIONAL ORGANIZATION OF CEOS & Design	United Kingdom	Registered	2061541	20-Mar-1996	2061541	26-Mar-1999	35, 41	59554-0027
TEC AN INTERNATIONAL ORGANIZATION OF CEOs New Logo	United Kingdom	Registered	1053701	26-Jan-1999	1053701	15-May-2000	41	59554-0122
TECCEO	United Kingdom	Registered	2138451	14-Jul-1997	2138451	13-Feb-1998	42	59554-0051
EVEREST	United States	Pending	78/596538	28-Mar-2005			35	59554-0134
EXCELSUS	United States	Pending	78/606187	11-Apr-2005			35	59554-0135
EXECS	United States	Pending	76/632955	10-Mar-2005			35	59554-0130
LEADERCREST	United States	Pending	76/632954	10-Mar-2005			35	59554-0133
LEADERFIRST	United States	Pending	76/632957	10-Mar-2005			35	59554-0132
LEADERPEAK	United States	Pending	76/632956	10-Mar-2005			35	59554-0131
LEADERS	United States	Pending	76/621883	23-Nov-2004			9, 35, 41	59554-0129
TEC	United States	Registered	73/6615092	15-Aug-1986	1433330	17-Mar-1987	41	59554-0016
TEC	United States	Renewed	73/788107	15-Mar-1989	1764791	13-Apr-1993	35	59554-0073
TEC AN INTERNATIONAL ORGANIZATION	United States	Registered	75/156812	27-Aug-1996	2319646	15-Feb-2000	42	59554-0036
TEC	Utah	Registered			29064	18-Mar-1988	107	59554-0061
THE EXECUTIVE COMMITTEE	Utah	Registered			29063	18-Mar-1988	107	59554-0066
TEC	Washington	Renewed	17925	08-Mar-1988	17925	10-Mar-1988	41	59554-0062
TEC	Zimbabwe	Registered	371/97	28-Feb-1997	371/97	26-Jan-1998	16	59554-0112
TEC	Zimbabwe	Registered	372/97	28-Feb-1997	372/97	26-Jan-1998	35	59554-0113
TEC	Zimbabwe	Registered	373/97	28-Feb-1997	373/97	26-Jan-1998	41	59554-0114

Active Trademark Ref by Country
TEC Worldwide, Inc.

Trademark	Country	Status	App No./ App Date		Reg No./ Reg Date		Class	JMBM No.
THE EXECUTIVE COMMITTEE	Zimbabwe	Registered	368/97	28-Feb-1997	B368/97	17-Sep-2001	16	59554-0003
THE EXECUTIVE COMMITTEE	Zimbabwe	Registered	369/97	28-Feb-1997	B369/97	17-Sep-2001	35	59554-0006
THE EXECUTIVE COMMITTEE	Zimbabwe	Registered	370/97	28-Feb-1997	B370/97	17-Sep-2001	41	59554-0011

RECORDED: 09/01/2005

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