

06-14-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)



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

6/10/05

REC
TRADEMARKS ONLY
103020965

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Miller Heiman, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Nevada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 1, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CIT Lending Services Corporation

Internal Address: _____

Street Address: 1211 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

* See attached Schedule 1.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Joseph Makseyn

Internal Address: Otterbourg, Steindler

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-682-6104

Email Address: jmakseyn@oshr.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

6/13/05

Date

06/14/2005 BYRNE 00000038 1346841

01 FC:8521
02 FC:8522

Joseph Makseyn

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

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop, Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003182 FRAME: 0169

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration Number	Registration Date	Expiration Date
<i>Strategic Selling®</i> --US Federal	1,346,841	7/2/85	7/2/05 (1)
<i>Strategic Selling®</i> --California	21055	10/1/84	10/1/14
<i>Strategic Selling®</i> --Nevada	30-241	8/26/97	8/26/07
<i>Strategic Selling®</i> --UK	1581983	2/20/98	8/16/11
<i>Strategic Selling®</i> --Canada	TMA 463,917	2/9/96	2/9/11
<i>Strategic Selling®</i> --Australia	76711	7/10/98	7/10/08
<i>Strategic Selling®</i> --New Zealand	266969	9/12/96	9/12/17
<i>Strategic Selling®</i> --South Africa	97-14264	9/16/97	9/16/07
<i>Strategic Selling®</i> --Brazil	820535702	2/9/05	2/9/15
<i>Conceptual Selling®</i> --US Federal	1,346,842	7/2/85	7/2/05 (2)
<i>Conceptual Selling®</i> --California	21054	10/1/84	10/1/14
<i>Conceptual Selling®</i> --Nevada	30-195	7/25/97	7/25/07
<i>Conceptual Selling®</i> --UK	1581981	9/15/95	8/16/11
<i>Conceptual Selling®</i> --Canada	TMA 453,916	2/9/96	2/9/11
<i>Conceptual Selling®</i> --Australia	767122	7/10/98	7/10/08
<i>Conceptual Selling®</i> --New Zealand	266970	3/20/98	9/12/17
<i>Conceptual Selling®</i> --South Africa	97-14263	9/16/97	9/16/07
<i>Conceptual Selling®</i> --Brazil	820535656	2/9/05	2/9/15
<i>LAMP®</i> --US Federal	1,594,615	5/10/90	5/1/10

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LAMP®--Nevada	30-194	7/25/97	7/25/07
LAMP®--UK	2135563	3/27/98	6/11/07
LAMP®--Canada	TMA 457,046	5/3/96	5/3/11
LAMP®--Australia	717140	9/11/96	9/11/06
LAMP®--New Zealand	266971	12/11/97	9/12/17
LAMP®--South Africa	97-14265	9/16/97	9/16/07
LAMP®--Brazil	820535613	12/7/99	12/7/09
LAMP®--Brazil	820535621	1/18/00	1/18/10
Miller Heiman, Inc. (Logo) US Federal	1,551,921	8/15/89	8/15/09
Miller Heiman, Inc. (Logo) US Federal	2,197,710	10/20/98	6 year affidavit of use due 10/20/04 (3)

- (1) Renewal filed for this mark.
(2) Renewal filed for this mark.
(3) The Company no longer uses this logo and therefore has not renewed it.

Trademark	Registration Number	Registration Date	Expiration Date
Miller Heiman, Inc. (Logo) UK	1581958	8/16/94	8/16/11
Miller Heiman Inc. (Logo) Canada	TMA 453,915	2/9/96	2/9/11
Miller Heiman Inc. (Logo) Canada	TMA 521,133	1/6/00	1/6/15
Miller Heiman Inc. (Logo) Australia	717142	9/11/96	9/11/06
Miller Heiman Inc. (Logo) New Zealand	266967	4/8/98	9/12/17
Miller Heiman Inc. (Logo) New Zealand	266968	4/8/98	9/12/17
Miller Heiman Inc. (Logo) South Africa	97-14266	9/16/97	9/16/07

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Miller Heiman Inc. (Logo) South Africa	97-14267	9/16/97	9/16/07	
Miller Heiman Inc. (Logo) Brazil	820535630	11/14/00	11/14/10	
Miller Heiman Inc. (Logo) Brazil	820535648	7/30/02	7/30/12	
MILLER HEIMAN INCORPORATED-Nevada	30-205	8/14/97	8/14/07	
MILLER HEIMAN INCORPORATED- Nevada	30-193	7/25/97	7/25/07	
MILLER HEIMAN INCORPORATED- Nevada	30-204	8/14/97	8/14/07	
MILLER HEIMAN INCORPORATED- Nevada	30-192	7/25/97	7/25/07	
MILLER HEIMAN (Stylized) US Federal	2723908	6/10/03	6/10/136 year affidavit of use due 6/10/09	✓
MILLER HEIMAN (Stylized) US Federal	2726897	6/17/03	6/17/13 6 year affidavit of use due 6/17/09	✓
<i>Tactical Telesales</i> ® -US Federal	2,136,342	2/10/98	2/10/08	✓
CSO Summit (Logo)-US Federal	2,711,299	4/29/03	6 year affidavit of use due 4/29/09	✓

TRADEMARK APPLICATION	APPLICATION NUMBER	FILING DATE
<i>Sales Access Manager</i> – US Federal	78522487	11/24/04

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Miller Heiman, Inc., a Nevada corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Amended and Restated Omnibus Pledge and Security Agreement dated as of June 1, 2005 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

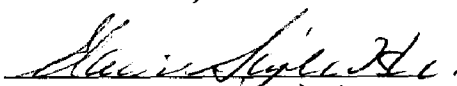
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 1st day of June, 2005.

MILLER HEIMAN, INC.

By: 
Name: Franklin D. Smith
Title: CEO

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