

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Agendas, Inc.		02/01/2006	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78682790	TIMETRACKER
Serial Number:	78277792	GO WORKBOOK
Serial Number:	78303533	SELECT AGENDAS
Serial Number:	78262399	PREMIER GO PROGRAM

CORRESPONDENCE DATA

Fax Number: (919)416-8339

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

Phone: 919 286-8049

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:

327000.10393NT2PREMIERJES

OP \$115.00 78682790

900054549

TRADEMARK
REEL: 003358 FRAME: 0967

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/01/2006
Total Attachments: 4 source=NGSI-T2 Premier Agendas, Inc#page1.tif source=NGSI-T2 Premier Agendas, Inc#page2.tif source=NGSI-T2 Premier Agendas, Inc#page3.tif source=NGSI-T2 Premier Agendas, Inc#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of February 1, 2006 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the patents and patent applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the patents and patent applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

[SIGNATURES ON FOLLOWING PAGE]

Very truly yours,

PREMIER AGENDAS, INC.,
a Washington corporation

By: Mary M Kabacinski
Name: Mary M. Kabacinski
Title: Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

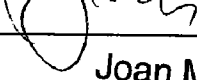
Very truly yours,

PREMIER AGENDAS, INC.,
a Washington corporation

By: _____
Name: Mary M. Kabacinski
Title: Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:  _____
Title: Joan Mok
Vice President

**Premier Agendas, Inc.
(Washington Corporation)**

U.S. Trademarks

Pending Applications

Mark	Application No.	Filing Date
TIMETRACKER	78682790	08/01/05
GO WORKBOOK	78277792	07/23/03
SELECT AGENDAS	78303533	07/22/03
PREMIER GO PROGRAM	78262399	06/13/03