

08-31-2006

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



2006 AUG 30 AM 11:56

103300508

To the Director of the U. S. Patent and Trademark Office

Documents on the new address(es) below.

1. Name of conveying party(ies):

The Richardson Group, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) August 11, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other ack of Intel. Prop. Collateral Lien

2. Name and address of receiving party(ies)

- ☐ Yes
☒ No

Additional names, addresses, or citizenship attached?

Name: CapitalSource Finance LLC

Internal

Address: Attn: Andy Benson

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC 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)

78847578; 78847504; 78940025; 78847557; 78847034;
78939851; 78939857; 78939894

B. Trademark Registration No.(s)

2,148,747

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: Lois S. LeBar, Analyst

Internal Address: c/o Morgan, Lewis & Bockius LLP

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7331

Fax Number: 213.612.2501

Email Address: llebar@morganlewis.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- ☐ 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

August 25, 2006

Date

Lois S. LeBar

Name of Person Signing

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

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003389 FRAME: 0518

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of August 11, 2006, by and among the Grantors listed on the signature pages hereto (individually, a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the "**Secured Party**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the other Credit Parties named therein (if any), the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide certain Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "**Security Agreement**"), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Term Loan to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings in assigned to such terms in the Credit Agreement, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property

Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):

- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE RICHARDSON GROUP, INC.,
a Delaware corporation

By: PMYK
Name: _____
Title: _____

RICHARDSON HOLDINGS, INC.,
a Delaware corporation

By: PMYK
Name: _____
Title: _____

RICHARDSON INVESTMENT LIMITED,
a Delaware corporation

By: PMYK
Name: _____
Title: _____

**THE RICHARDSON COMPANY – TRAINING
FOR THE BANKING INDUSTRY,**
a Pennsylvania corporation

By: PMYK
Name: _____
Title: _____

**RICHARDSON, INC. TRAINING
CONSULTANTS TO MANAGEMENT,**
a Pennsylvania corporation

By: PMYK
Name: _____
Title: _____

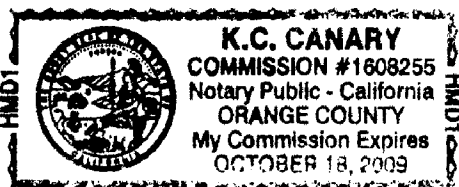
GLOBAL SALES TRAINING, INC.,
a Delaware corporation

By: Jay F. [Signature]
Name: Jay F. [Signature]
Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF Orange } ss.
On 8/10/2006, before me, K.C. Canary, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Peter Y. Kim and Jay F. Shepherd,
Name of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K.C. Canary
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☒ Corporate Officer

RE: Capital - RICHARDSON
Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement of Intellectual Property
Collateral Lien

Title or Type of Document

Number Of Pages

Date Of Document

rfc

Signer(s) Other Than Named Above

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC,
as Secured Party

By: 
Name: **Shaila Lakhani Ohri**
Title: **Senior Counsel**

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

SS.

On August 10, 2006, before me, Leanne Ladd, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Shaila Lakhani Chri,
Name of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Leanne Ladd

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement of Intellectual Property
Collateral Lien

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks/ Service Marks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
The Richardson Company – Training for the Banking Industry*	The Richardson Company	April 7, 1998		2,148,747

*The mark lapsed after six years of use and the re-registration is pending (app. #78939817).

B. TRADEMARK APPLICATIONS

<u>Service Mark</u>	<u>Application Number</u>	<u>Status</u>
Cyber Sales Tips	78847578	Pending
The Power to Sell	78847504	Pending
The Power to Sell (logo)	78940025	Pending
StartCoaching	78847557	Pending
R Design (logo)	78847034	Pending
Cyber Sales Management Tips	78939851	Pending
Cyber Service Tips	78939857	Pending
Skill Gauge	78939894	Pending

C. TRADEMARK LICENSES

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

<u>Registration Number</u>	<u>Effective Date of Registration</u>	<u>Title of This Work</u>	<u>Name of Author</u>
TX 1-965-771	January 2, 1987	First Pennsylvania Bank N.A. Consumer Banking Relationship Selling Reinforcement Module: Resolving Objections and Closing Sales for Platform Bankers	The Richardson Group employer for hire of Linda Richardson
TX 1-979-761	January 5, 1987	The Chase Manhattan Bank, N.A. Global Professional Development Strategic Selling for (Strategic Selling: Investment Banking) Leader's Guide	The Richardson Group employer for hire of Linda Richardson
TX 1-999-833	January 2, 1987	Leader's Guide for The Relationship Selling and Product Skills Seminar Consumer Banking First Pennsylvania Bank N.A.	The Richardson Group employer for hire of Linda Richardson
TX 1-984-891	January 2, 1987	AT&T Communications Sales Presentations to Bank Decision- Makers and Branch Managers	The Richardson Group employer for hire of Linda Richardson
TX 1-790-462	February 5, 1986	Citibank Relationship Telephone Selling Skills	The Richardson Group employer for hire of Linda Richardson
TX 1-749-626	February 10, 1986	First Pennsylvania Bank, N.A. Consumer Group Relationship Selling Reinforcement Module: Resolving Objections and Closing Sales for Platform Bankers Leader's Guide	The Richardson Group employer for hire of Linda Richardson
TX 1-763-203	February 5, 1986	Bank of Boston Sales Management	The Richardson Group employer for hire of Linda Richardson

Acknowledgement of IP Collateral Lien
CapitalSource—Richardson
1-LA/893172.4

TRADEMARK
REEL: 003389 FRAME: 0527

TX 1-750-752	February 5, 1986	The Richardson Group Sales Management The Chase Manhattan Bank, N.A. Corporate Industries Customer Service and Administration	The Richardson Group employer for hire of Linda Richardson
TX 1-790-455	February 5, 1986	First Pennsylvania Bank, N.A. Sales Management for Consumer Banking	The Richardson Group employer for hire of Linda Richardson
TX 1-978-542	January 2, 1987	The Bank of New York Branch Banking Sector Consultative Sales Skills Refresher Small Business Focus	The Richardson Group employer for hire of Linda Richardson
TX 1-831-902	February 5, 1986	Bank of Boston Introduction to Relationship Selling Skills	The Richardson Group employer for hire of Linda Richardson
TX 1-978-541	January 2, 1987	Hunting Bank Reinforcement for Sales Meetings: Setting Telephone Appointments with prospects	The Richardson Group employer for hire of Linda Richardson
TX 1-978-543	January 2, 1987	Dreyfus Service Corporation Relationship Planning and Selling Seminar	The Richardson Group employer for hire of Linda Richardson
TX 1-978-583	January 2, 1987	Relationship Marketing Skills Seminar for Bankers Trust Company Corporate Trust Division Heads	The Richardson Group employer for hire of Linda Richardson
TX 1-978-582	January 2, 1987	Developing and Disseminating Quality Product Profiles	The Richardson Group employer for hire of Linda Richardson
TX 1-790-463	February 5, 1986	Advanced Sales and Negotiation Skills for Relationship Banking Citibank New York Bank Division	The Richardson Group employer for hire of Linda Richardson
TX 1-831-903	February 5, 1986	The Richardson Group Advanced Selling Skills Seminar First of America Bank	The Richardson Group employer for hire of Linda Richardson
TX 1-965-773	January 2, 1987	Ameritrust Company, N.A. International Division Trade Shows: A Unique Sales Opportunity 1985 International Capital Good Trade Fair October 18-27, 1985 Cleveland,	The Richardson Group employer for hire of Linda Richardson

*Acknowledgement of IP Collateral Lien
CapitalSource—Richardson
1-LA/893172.4*

**TRADEMARK
REEL: 003389 FRAME: 0528**

TX 1-763-204	February 5, 1986	Ohio First Pennsylvania Bank, N.A. Commercial Loan Implementation Concepts	The Richardson Group employer for hire of Linda Richardson
TX 1-749-401	February 5, 1986	The Richardson Group – Closing Tips	The Richardson Group employer for hire of Linda Richardson
TX 1-977-254	January 2, 1987	Shawmut Bank Professional Bankers Seminar	The Richardson Group employer for hire of Linda Richardson
TX 1-985-197	January 2, 1987	Bank of America World Banker Development Program Sales Applications Seminar	The Richardson Group employer for hire of Linda Richardson
TX 1-977-270	January 2, 1987	Bank of Boston Relationship Planning	The Richardson Group employer for hire of Linda Richardson
TX 1-977-084	January 2, 1987	Relationship Selling and Product Skills Seminar Corporate Banking Readings	The Richardson Group employer for hire of Linda Richardson
TX 1-982-132	January 2, 1987	Hunting Banks Relationship Selling Workshops March 8, 1984	The Richardson Group employer for hire of Linda Richardson
TX 1-999-831	January 2, 1987	Mellon Bank East Global Cash Management Planning Conducting Prospective Customer Calls	The Richardson Group employer for hire of Linda Richardson
TX 1-999-835	January 2, 1987	The Chase Manhattan Bank, N.A. Cash Management Seminar Outline	The Richardson Group employer for hire of Linda Richardson
TX 1-999-832	January 2, 1987	The Chase Manhattan Bank, N.A. The Global Bank Overview of Consultative Selling and Product Skills Seminar August 28, 1986	The Richardson Group employer for hire of Linda Richardson
TX 1-999-834	January 2, 1987	Federal Reserve Bank Advanced Sales and Strategic Relationship Management	The Richardson Group employer for hire of Linda Richardson
TX 1-965-772	January 2, 1987	Customer Management	The Richardson

Acknowledgement of IP Collateral Lien
CapitalSource—Richardson
 1-LA/893172.4

TRADEMARK
REEL: 003389 FRAME: 0529

TX 1-770-384	February 28, 1986	Workshop for The New York Stock Exchange Member Firms and Institutions Group Fundamentals for Successful Consulting	Group employer for hire of Linda Richardson The Richardson Group employer for hire of Linda Richardson
TX 1-790-452	February 5, 1986	Chase Manhattan Bank Global Securities Products Seminar Binder Content	The Richardson Group employer for hire of Linda Richardson
TX 1-789-155	February 5, 1986	Infocash – Summary	The Richardson Group employer for hire of Linda Richardson
TX 1-781-882	March 10, 1986	Bank of Boston Introduction to Relationship Selling Skills	The Richardson Group employer for hire of Linda Richardson
TX 1-755-209	February 7, 1986	Consumer – Deposit Accounts Individual Retirement Account (IRA) Summary	The Richardson Group employer for hire of Linda Richardson
TX 1-790-461	February 5, 1986	The Richardson Group Introduction to Relationship Selling and Product Skills Seminar First Pennsylvania Bank, N.A.	The Richardson Group employer for hire of Linda Richardson
TX 1-749-631	February 7, 1986	Leader's Training Guide for Cash Management	The Richardson Group employer for hire of Linda Richardson
TX 1-790-454	February 5, 1986	Bank of Boston Negotiation Skills for Relationship Banking	The Richardson Group employer for hire of Linda Richardson
TX 1-831-901	February 5, 1986	Capital Goods The Chase Manhattan Bank, N.A. Planning and Delivering Sales Presentations to a Small Group	The Richardson Group employer for hire of Linda Richardson
TX 1-790-457	February 5, 1986	First Pennsylvania Bank, N.A. Relationship Selling and Product Skills Seminar for Consumer Bankers	The Richardson Group employer for hire of Linda Richardson
TX 1-790-453	February 5, 1986	First Pennsylvania Bank Relationship Banking Skills for Tellers	The Richardson Group employer for hire of Linda

TX 1-750-772	February 5, 1986	The Richardson Group Relationship Selling and Product Skills Seminar for Generating Qualified Leads The Chase Manhattan Bank, N.A. Corporate Industries Customer Service and Administration	Richardson The Richardson Group employer for hire of Linda Richardson
TX 1-790-460	February 5, 1986	The Richardson Group Relationship Selling and Product Skills Seminar Bank of Boston	The Richardson Group employer for hire of Linda Richardson
TX 1-790-459	February 5, 1986	The Richardson Group Leader's Guide for the Relationship Selling and Product Skill Seminar Bank of Boston	The Richardson Group employer for hire of Linda Richardson
TX 1-790-451	February 5, 1986	Relationship Selling Reinforcement Workshop The Chase Manhattan Bank Corporate Industries	The Richardson Group employer for hire of Linda Richardson
TX 1-790-458	February 5, 1986	First Nationwide Network Relationship Selling: Telephone Appointment Model	The Richardson Group employer for hire of Linda Richardson
TX 1-790-456	February 5, 1986	First Pennsylvania Bank N.A. Consumer Banking Relationship Selling Reinforcement Module: Resolving Objections and Closing Sales for Platform Bankers	The Richardson Group employer for hire of Linda Richardson
TX 1-750-781	February 7, 1986	The Richardson Group Leader's Guide for Relationship Banking Skills for Tellers Consumer Banking First Pennsylvania Bank	The Richardson Group employer for hire of Linda Richardson
TX 1-965-770	January 2, 1987	Robert Morris Associates New Jersey Chapter Selling Financial Services Seminary for Commercial Lenders	The Richardson Group employer for hire of Linda Richardson
TX 1-490-897	October 16, 1991	A Sales Manager's Guide to Coaching	The Richardson Group employer for hire of Linda Richardson
TX 1-790-463	February 5, 1986	Advanced Sales and Negotiation Skills for Relationship Banking Citibank	The Richardson Group employer for hire of Linda

TX 1-790-454 February 5, 1986

Bank of Boston Negotiation
Skills for Relationship Banking

Richardson
The Richardson
Group employer for
hire of Linda
Richardson

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

Director of the US Patent and Trademark Office
August 25, 2006
Page 2

cc: J. Michael Jack, Esq. (w/encls.)
Caryl J. Karnick, Esq. (w/encls.)