

**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>
American Home Inspectors Training Institute Ltd.		06/07/2007	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association		
<b>Street Address:</b>	135 South Lasalle Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	U.S. National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2549156	AMERICAN HOME INSPECTORS TRAINING INSTITUTE	
Registration Number:	2427981	INSPECTIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)259-5959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-259-5816		
<b>Email:</b>	trademarks@sonnenschein.com		
<b>Correspondent Name:</b>	Katie A. Krutzsch		
<b>Address Line 1:</b>	One Metropolitan Square		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	9801880-0020		
<b>NAME OF SUBMITTER:</b>	Katie A. Krutzsch		

OP \$65.00 2549156

Signature:	/katie a. krutzsch/
Date:	06/20/2007
<b>Total Attachments: 7</b> source=AHITIT Trademark#page1.tif source=AHITIT Trademark#page2.tif source=AHITIT Trademark#page3.tif source=AHITIT Trademark#page4.tif source=AHITIT Trademark#page5.tif source=AHITIT Trademark#page6.tif source=AHITIT Trademark#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 18, 2007, by American Home Inspectors Training Institute, Ltd., a Wisconsin corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

### RECITALS

The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and Keen Skills, Inc., a Florida corporation ("Keen Skills", Grantor and Keen Skills being hereinafter collectively referred to as the "Borrowers").

The Grantor is a party to that certain Security Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lender Parties are secured.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Liabilities (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, as collateral security for the Liabilities, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a

trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").


Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**AMERICAN HOME INSPECTORS  
TRAINING INSTITUTE, LTD.**

By:   
Name: Brian S. Sauer  
Title: Vice President & Secretary

Acknowledged:

**LASALLE BANK NATIONAL ASSOCIATION,  
as Agent**

By: \_\_\_\_\_  
Name: Eileen Roethler  
Title: First Vice President

STATE OF Ohio )  
COUNTY OF Cuyahoga )<sup>ss</sup>

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Keen Skills, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Carina Dotson  
Notary Public

**CARINA DOTSON**  
**NOTARY PUBLIC • STATE OF OHIO**  
**My commission expires Jan. 22, 2011**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**AMERICAN HOME INSPECTORS  
TRAINING INSTITUTE, LTD.**

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

Acknowledged:

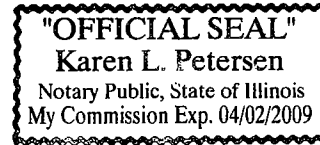
**LASALLE BANK NATIONAL ASSOCIATION,  
as Agent**

By: Eileen Roethler  
Name: Eileen Roethler  
Title: First Vice President

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF ~~COOK~~ <sup>Lake</sup> )

On this 7<sup>th</sup> day of June, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.


  
\_\_\_\_\_  
Notary Public





American Home Inspectors Training Institute, Inc.

Registered Trademarks/Service Marks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Status
	76/045,684	5/11/2000	2,549,156	3/19/2002	Class 16: Printed instructional, educational, and teaching materials, namely, manuals and exam study guides in the field of home inspection training; printed forms, namely, home inspection report forms	Affidavit of Continued Use due 3/19/2008 to maintain registration in force
INSPECTIT (owned by Innovation Technologies, Inc.)	75/707,522	5/17/1999	2,427,981	2/13/2001	Class 9 computer software programs for home inspectors, namely software designed to screen informational databases and identify sales prospects for targeted response marketing; software for report writing; software for training home inspectors; and software for generating and evaluating problems with a home inspection business	Currently the registration has lapsed, but there is a 6 month grace period after the 6th anniversary following registration. Accordingly, an Affidavit of Continued Use could be filed as late as August 13, 2007.