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
Korn/Ferry International		03/14/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	600 California Street, 19th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	National Association:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77168085	ECA EXECUTIVE COMPENSATION ADVISORS
Registration Number:	3023779	EXECUTIVE TO LEADER INSTITUTE
Serial Number:	77357350	K/F INSTITUTE
Serial Number:	77181971	KF ADVANTAGE
Serial Number:	77181970	KF INTERNATIONAL ADVANTAGE
Serial Number:	77181964	KORN/FERRY
Serial Number:	77181966	KORN/FERRY ADVANTAGE
Serial Number:	77254185	KORN/FERRY ADVANTAGE LEADERSHIP
Serial Number:	77357338	KORN/FERRY INSTITUTE
Serial Number:	77254183	KORN/FERRY LEADERSHIP
Registration Number:	2223949	LEADERCATALYST
Registration Number:	2223948	LEADERCONNECT
Registration Number:	2304515	LEADERSOURCE
Registration Number:	2510041	LEADERSOURCE

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Registration Number:	2269466	LEADERSYNERGY
Serial Number:	77181972	LOMINGER
Serial Number:	77181975	LOMINGER INTERNATIONAL
Registration Number:	2856015	MANAGER TO LEADER
Registration Number:	2227747	NEWLEADER
Serial Number:	77181976	TALENT ARCHITECT
Serial Number:	77212243	THENEWMANGROUP A FUTURESTEP COMPANY

CORRESPONDENCE DATA

Fax Number: (415)984-8701

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

Phone: 415-984-8700

Email: aechery@omm.com

Correspondent Name: Svetlana Attestatova, Esq.

Address Line 1: O'Melveny & Myers LLP

Address Line 2: 275 Battery Street, Suite 2600

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	918120-297
NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	03/17/2008

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, KORN/FERRY INTERNATIONAL, a Delaware corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, KORN/FERRY INTERNATIONAL, a Delaware corporation (**"Company"**), has entered into a Second Amended and Restated Credit Agreement dated as of March 14, 2008 (said Second Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions from time to time party thereto (collectively, together with their respective successors and assigns, the **"Lenders"**), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company or a Subsidiary of Company from time to time may enter, or from time to time may have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**); and

WHEREAS, pursuant to the terms of a Second Amended and Restated Security Agreement dated as of March 14, 2008 (said Second Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such licenses or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in

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its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14 day of March, 2008.

KORN/FERRY INTERNATIONAL

By: Peter L. Dunn

Name: Peter L. Dunn

Title: General Counsel and Corporate Secretary

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SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

TrademarkDescription	Registration/ Appl. Number	Registration/ Appl. Date
ECA EXECUTIVE COMPENSATION ADVISORS & Design	77/168085	4/27/07
EXECUTIVE TO LEADER INSTITUTE	3023779	12/6/05
K/F INSTITUTE	77/357350	12/20/07
KF ADVANTAGE	77/181971	5/15/07
KF INTERNATIONAL ADVANTAGE	77/181970	5/15/07
KORN/FERRY	77/181964	5/15/07
KORN/FERRY ADVANTAGE	77/181966	5/15/07
KORN/FERRY ADVANTAGE LEADERSHIP	77/254185	8/13/07
KORN/FERRY INSTITUTE	77/357338	12/20/07
KORN/FERRY LEADERSHIP	77/254183	8/13/07
LEADERCATALYST	2223949	2/16/99
LEADERCONNECT	2223948	10/20/97
LEADERSOURCE	2304515	12/28/99
LEADERSOURCE & Design	2510041	11/20/01
LEADERSYNERGY	2269466	8/10/99
LOMINGER	77/181972	5/15/07
LOMINGER INTERNATIONAL	77/181975	5/15/07
MANAGER TO LEADER	2856015	6/22/04
NEWLEADER	2227747	3/2/99

TrademarkDescription	Registration/ Appl. Number	Registration/ Appl. Date
TALENT ARCHITECT	77/181976	5/15/07
THE NEWMANGROUP A FUTURESTEP COMPANY	77/212243	6/21/07