

**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
Miller Heiman, Inc.		07/01/2008	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1346842	CONCEPTUAL SELLING
Registration Number:	1346841	STRATEGIC SELLING
Registration Number:	1551921	MILLER HEIMAN INCORPORATED
Registration Number:	1594615	LAMP
Registration Number:	2136342	TACTICAL TELESales
Registration Number:	2711299	CSO CHIEF SALES OFFICER SUMMIT ACHIEVING SALES EXCELLENCE
Registration Number:	2723908	MILLER HEIMAN
Registration Number:	2726897	MILLER HEIMAN
Registration Number:	3378594	FUNNEL SCORECARD
Serial Number:	78824040	LARGE ACCOUNT MANAGEMENT PROCESS
Serial Number:	78801263	MILLER HEIMAN CERTIFIED PROFESSIONAL
Serial Number:	78801256	MILLER HEIMAN SOLUTION SET
Serial Number:	78801255	MILLER HEIMAN SALES PERFORMANCE JOURNAL

CH \$390.00 1346842

Serial Number:	78801247	MILLER HEIMAN SALES TIPS
Serial Number:	78801055	MILLER HEIMAN SALES SYSTEM

**CORRESPONDENCE DATA**

Fax Number: (212)230-7740  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-318-6556  
Email: kathleenmangual@paulhastings.com  
Correspondent Name: Kathleen Mangual  
Address Line 1: c/o Paul Hastings, LLP  
Address Line 2: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	56709.00038 (MILLER)
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	07/02/2008

**Total Attachments: 11**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MILLER HEIMAN, INC.  
as Grantor

By: Leonard A. Distaso  
Name: Leonard A. Distaso  
Title: Sr. Vice President, General Counsel

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

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

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MILLER HEIMAN, INC.  
as Grantor

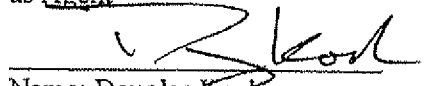
By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

  
Name: Douglas Koch

Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of New York

County of New York

ss.

On this 1st day of July, 2008 before me personally appeared David R. Rattos proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Miller Heiman, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

STATE OF NEW YORK  
JULY 2008, State of New York  
No. 43-4605800  
Commission Expires Feb. 28, 2011

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARKS

Mark	Owner	Jurfs.	App./Reg. Number	App./Reg. Date
CONCEPTUAL SELLING	Miller Heiman, Inc.	U.S.	1,346,842	7/2/1985
STRATEGIC SELLING	Miller Heiman, Inc.	U.S.	1,346,841	7/2/1985
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	U.S.	1,551,921	8/15/1989
LAMP	Miller Heiman, Inc.	U.S.	1,594,615	5/1/1990
TACTICAL TELESALLES	Miller Heiman, Inc.	U.S.	2,136,342	2/10/1998
CSO CHIEF SALES OFFICER SUMMIT ACHIEVING SALES EXCELLENCE AND DESIGN and Design	Miller Heiman, Inc.	U.S.	2,711,299	4/29/2003
MILLER HEIMAN and Design	Miller Heiman, Inc.	U.S.	2,723,908	6/10/2003
MILLER HEIMAN and Design	Miller Heiman, Inc.	U.S.	2,726,897	6/17/2003
FUNNEL SCORECARD	Miller Heiman, Inc.	U.S.	3,378,594	2/5/2008
LARGE ACCOUNT MANAGEMENT PROCESS	Miller Heiman, Inc.	U.S.	78/824,040	2/27/2006
MILLER HEIMAN CERTIFIED PROFESSIONAL	Miller Heiman, Inc.	U.S.	78/801,263	1/27/2006



Mark	Owner	Juris.	App./Reg. Number	App./Reg. Date
MILLER HEIMAN SOLUTION SET	Miller Heiman, Inc.	U.S.	78/801,256	1/27/2006
MILLER HEIMAN SALES PERFORMANCE JOURNAL	Miller Heiman, Inc.	U.S.	78/801,255	1/27/2006
MILLER HEIMAN SALES TIPS	Miller Heiman, Inc.	U.S.	78/801,247	1/27/2006
MILLER HEIMAN SALES SYSTEM	Miller Heiman, Inc.	U.S.	78/801,055	1/27/2006
MILLER HEIMAN INCORPORATED	Miller Heiman, Inc.	NEV		8/14/1997
MILLER HEIMAN INCORPORATED	Miller Heiman, Inc.	NEV		7/25/1997
MILLER HEIMAN INCORPORATED	Miller Heiman, Inc.	NEV		7/25/1997
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	NEV		8/14/1997
CONCEPTUAL SELLING	Miller Heiman, Inc.	NEV		7/25/1997
STRATEGIC SELLING	Miller Heiman, Inc.	NEV		8/26/1997
LAMP	Miller Heiman, Inc.	NEV		7/25/1997
CONCEPTUAL SELLING	Miller Heiman, Inc.	CALIF	21,054	10/1/1984
STRATEGIC SELLING	Miller Heiman, Inc.	CALIF	21,055	10/1/1984
MILLER HEIMAN and Design	Miller Heiman, Inc.	AU	1108341	4/12/2006
CONCEPTUAL SELLING	Miller Heiman, Inc.	AU	767122	7/10/1998

Mark	Owner	Juris.	App./Reg. Number	App./Reg. Date
	Heiman, Inc.			
STRATEGIC SELLING	Miller Heiman, Inc.	AU	767117	7/10/1998
LAMP	Miller Heiman, Inc.	AU	717140	9/11/1996
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	NZ	266967	4/8/1998
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	NZ	266968	4/8/1998
STRATEGIC SELLING	Miller Heiman, Inc.	NZ	266969	1/21/1999
CONCEPTUAL SELLING	Miller Heiman, Inc.	NZ	266970	3/20/1998
LAMP	Miller Heiman, Inc.	NZ	266971	12/11/1997
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	CA	TMA521133	1/6/2000
STRATEGIC SELLING	Miller Heiman, Inc.	CA	TMA453917	2/9/1996
CONCEPTUAL SELLING	Miller Heiman, Inc.	CA	TMA453916	2/9/1996
LAMP	Miller Heiman, Inc.	CA	TMA457046	5/3/1996
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	CA	TMA453915	2/9/1996
LAMP	Miller Heiman, Inc.	UK	2135563	6/11/1997
STRATEGIC SELLING	Miller	UK	1581983	8/16/1994

Mark	Owner	Jurisdiction	App./Reg. Number	App./Reg. Date
	Heiman, Inc.			
CONCEPTUAL SELLING	Miller Heiman, Inc.	UK	1581981	8/16/1994
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	UK	B1591958	
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	ZA	97/14266	9/16/1997
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	ZA	97/14267	9/16/1997
STRATEGIC SELLING	Miller Heiman, Inc.	ZA	97/14264	9/16/1997
CONCEPTUAL SELLING	Miller Heiman, Inc.	ZA	97/14263	9/16/1997
LAMP	Miller Heiman, Inc.	ZA	1997/14265	9/16/1997
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	BR	820535630	11/14/2000
MILLER HEIMAN INCORPORATED and Design	Miller Heiman, Inc.	BR	820535680	7/30/2002
STRATEGIC SELLING	Miller Heiman, Inc.	BR	820535702	2/9/2005
CONCEPTUAL SELLING	Miller Heiman, Inc.	BR	820535656	2/9/2005
LAMP	Miller Heiman, Inc.	BR	820535613	7/12/1999
LAMP	[Miller Heiman	BR	820535621	1/18/2000
MILLER HEIMAN CERTIFIED PROFESSIONAL	Miller Heiman, Inc.	BR	828,347,026	12/05/2006

Mark	Owner	Jurisdiction	App./Reg. Number	App./Reg. Date
MILLER HEIMAN SALES TIPS	Miller Heiman, Inc.	BR	828,347,000	12/05/2006
MILLER HEIMAN	Miller Heiman, Inc.	BR	828,246,416	07/04/2006
MILLER HEIMAN	Miller Heiman, Inc.	BR	828,246,408	07/04/2006
MILLER HEIMAN	Miller Heiman, Inc.	BR	828,246,386	07/04/2006
MILLER HEIMAN SOLUTION SET	Miller Heiman, Inc.	BR	828,344,817	11/05/2006
MILLER HEIMAN SALES SYSTEM	Miller Heiman, Inc.	BR	828,347,042	12/05/2006
MILLER HEIMAN SALES PERFORMANCE JOURNAL	Miller Heiman, Inc.	BR	828,346,992	12/05/2006
MILLER HEIMAN SALES SYSTEM	Miller Heiman, Inc.	BR	828,347,050	12/05/2006
MILLER HEIMAN SOLUTION SET	Miller Heiman, Inc.	BR	828,344,833	11/5/2006
MILLER HEIMAN SOLUTION SET	Miller Heiman, Inc.	BR	828,344,825	11/5/2006
MILLER HEIMAN SALES TIPS	Miller Heiman, Inc.	BR	828,344,809	11/5/2006
MILLER HEIMAN CERTIFIED PROFESSIONAL	Miller Heiman, Inc.	AR	2.175.035	8/14/2007
MILLER HEIMAN CERTIFIED PROFESSIONAL	Miller Heiman, Inc.	AR	2.175.040	8/14/2007
MILLER HEIMAN SALES PERFORMANCE JOURNAL	Miller Heiman, Inc.	AR	2.175.369	8/15/2007
MILLER HEIMAN SALES PERFORMANCE JOURNAL	Miller Heiman, Inc.	AR	2.175.370	8/15/2007

Mark	Owner	Jurisdiction	App./Reg. Number	App./Reg. Date
LAMP	Miller Heiman, Inc.	AR	2.175.048	8/15/2007
CONCEPTUAL SELLING	Miller Heiman, Inc.	AR	N/A	N/A
STRATEGIC SELLING	Miller Heiman, Inc.	AR	2.175.364	8/15/2007
MILLER HEIMAN SALES SYSTEM	Miller Heiman, Inc.	AR	2.175.853	8/15/2007
MILLER HEIMAN SALES SYSTEM	Miller Heiman, Inc.	AR	2.175.365	8/15/2007
MILLER HEIMAN SALES SYSTEM	Miller Heiman, Inc.	AR	2.175.366	8/15/2007
MILLER HEIMAN SALES TIPS	Miller Heiman, Inc.	AR	2.175.062	8/14/2007
MILLER HEIMAN SALES TIPS	Miller Heiman, Inc.	AR	2.175.063	8/14/2007
MILLER HEIMAN SOLUTION SET	Miller Heiman, Inc.	AR	2.175.367	8/15/2007
MILLER HEIMAN SOLUTION SET	Miller Heiman, Inc.	AR	2.175.368	8/15/2007