

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Secured Party		03/14/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Korn/Ferry International Futurestep, Inc.		
Street Address:	14724 Ventura Boulevard, Suite 600		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2350744	FUTURESTEP	
Registration Number:	2414415	FUTURESTEP	
Registration Number:	2447352	OPPORTUNITY DOESN'T KNOCK ANYMORE. IT CLICKS.	
Registration Number:	2318775	30 3 1	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3579166		

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**TRADEMARK
 REEL: 004499 FRAME: 0582**

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/17/2011
Total Attachments: 6 source=2973475#page1.tif source=2973475#page2.tif source=2973475#page3.tif source=2973475#page4.tif source=2973475#page5.tif source=2973475#page6.tif	

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS, dated as of March 14, 2011 (this “*Release*”), is entered into by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the “*Secured Party*”), with its mailing address at 433 N. Camden Drive, Suite 505, Beverly Hills, California 90210, as administrative agent for the lenders (“*Lenders*”) party to that Second Amended and Restated Credit Agreement, dated as of March 14, 2008, by and among KORN/FERRY INTERNATIONAL, a Delaware corporation (“*Borrower*”), Secured Party and the Lenders, in favor of Borrower, with its mailing address at 1900 Avenue of the Stars, Suite 2600, Los Angeles, California 90067, KORN/FERRY INTERNATIONAL FUTURESTEP, INC., a Delaware corporation (“*Futurestep*”), with its mailing address at 14724 Ventura Boulevard, Suite 600, Sherman Oaks, California 91403, LOMINGER LIMITED, INC., a Minnesota corporation (“*Lominger Limited*”), with its mailing address at 5051 Highway 7, Suite 100, Minneapolis, Minnesota 55416, and LORE INTERNATIONAL INSTITUTE, LLC, a Delaware limited liability company (“*Lore*”, and together with Borrower, Futurestep and Lominger Limited, collectively, the “*Debtors*”), with its mailing address at 1130 Main Avenue, Durango, Colorado 81301.

WITNESSETH:

WHEREAS, Borrower entered into that Grant of Trademark Security Interest, dated as of March 14, 2008, in favor of the Secured Party, which was recorded in the United States Patent and Trademark Office (the “*USPTO*”) on March 17, 2008 at Reel 3741, Frame 0427; Borrower entered into that Grant of Trademark Security Interest, dated as of February 14, 2003, in favor of the Secured Party, which was recorded in the USPTO on February 27, 2003 at Reel 2680, Frame 0594; Futurestep entered into that Grant of Trademark Security Interest, dated as of February 14, 2003, in favor of the Secured Party, which was recorded in the USPTO on February 27, 2003 at Reel 2681, Frame 0394; Lominger Limited entered into that Grant of Trademark Security Interest, dated as of January 25, 2010, in favor of the Secured Party; and Lore entered into that Grant of Trademark Security Interest, dated as of January 25, 2010, in favor of the Secured Party; pursuant to which the Debtors granted to the Secured Party, a security interest in and collateral assignment of the trademarks, trademark registrations and trademark applications listed on **Schedule A** attached hereto and certain other property (collectively, the “*Trademark Property*”); and

WHEREAS, the Debtors have requested that the Secured Party release its security interests in the Trademark Property and reassign the same to the Debtors;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the respective Debtor listed on **Schedule A**, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

- (i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of,


and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by any Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Secured Party

By 
Name: Brya Millinovich
Title: Relationship Manager

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3579166

Release and Reassignment of Trademarks

TRADEMARK
REEL: 004499 FRAME: 0586

**SCHEDULE A
TO RELEASE AND REASSIGNMENT OF TRADEMARKS**

TRADEMARK PROPERTY

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Korn/Ferry International	ECA EXECUTIVE COMPENSATION ADVISORS & Design	77/168085	4/27/2007
Korn/Ferry International	EXECUTIVE TO LEADER INSTITUTE	3023779	12/6/2005
Korn/Ferry International	K/F INSTITUTE	77/357350	12/20/2007
Korn/Ferry International	KF ADVANTAGE	77/181971	5/15/2007
Korn/Ferry International	KF INTERNATIONAL ADVANTAGE	77/181970	5/15/2007
Korn/Ferry International	KORN/FERRY	77/181964	5/15/2007
Korn/Ferry International	KORN/FERRY ADVANTAGE	77/181966	5/15/2007
Korn/Ferry International	KORN/FERRY ADVANTAGE LEADERSHIP	77/254185	8/13/2007
Korn/Ferry International	KORN/FERRY INSTITUTE	77/357338	12/20/2007
Korn/Ferry International	KORN/FERRY LEADERSHIP	77/254183	8/13/2007
Korn/Ferry International	LEADERCATALYST	2223949	2/16/1999
Korn/Ferry International	LEADERCONNECT	2223948	10/20/1997
Korn/Ferry International	LEADERSOURCE	2304515	12/28/1999
Korn/Ferry International	LEADERSOURCE & Design	2510041	11/20/2001
Korn/Ferry International	LEADERSYNERGY	2269466	8/10/1999
Korn/Ferry International	LOMINGER	77/181972	5/15/2007
Korn/Ferry International	LOMINGER INTERNATIONAL	77/181975	5/15/2007
Korn/Ferry International	MANAGER TO LEADER	2856015	6/22/2004
Korn/Ferry International	NEWLEADER	2227747	3/2/1999
Korn/Ferry International	TALENT ARCHITECT	77/181976	5/15/2007
Korn/Ferry International	THE NEWMANGROUP A FUTURESTEP COMPANY	77/212243	6/21/2007
Korn/Ferry International	BUILDING LEADERSHIP CAPITAL WORLDWIDE	2,210,830	12/15/1998
Korn/Ferry International	E-KORN/FERRY	2,566,066	4/30/2002
Korn/Ferry International	KF (Stylized)	1,751,508	2/9/1993
Korn/Ferry International	KORN/FERRY INTERNATIONAL	1,761,642	3/30/1993
Korn/Ferry International	VENSEARCH	1,309,295	12/11/1984
Korn/Ferry International Futurestep, Inc.	FUTURESTEP	2,350,744	5/16/2000
Korn/Ferry International	FUTURESTEP and design	2,414,415	12/19/2000

Futurestep, Inc.			
Korn/Ferry International Futurestep, Inc.	OPPORTUNITY DOESN'T KNOCK ANYMORE, IT CLICKS.	2,447,352	5/1/2001
Korn/Ferry International Futurestep, Inc.	30 3 1	2,318,775	2/15/2000
Lominger Limited, Inc.	AMBIGUITY ARCHITECT	2,689,724	2/25/2003
Lominger Limited, Inc.	AMBIGUITY ARCHITECT	2,425,234	1/30/2001
Lominger Limited, Inc.	CAREER ARCHITECT	1,914,602	8/29/1995
Lominger Limited, Inc.	CAREER ARCHITECT	1,713,627	9/8/1992
Lominger Limited, Inc.	CHANGE!ABLE ARCHITECT	2,398,224	10/24/2000
Lominger Limited, Inc.	CHANGE!ABLE ARCHITECT	2,238,076	4/13/1999
Lominger Limited, Inc.	CHOICES ARCHITECT	2,148,391	3/31/1998
Lominger Limited, Inc.	CHOICES ARCHITECT	2,201,618	11/3/1998
Lominger Limited, Inc.	COMPABILITY ARCHITECT	2,155,597	5/5/1998
Lominger Limited, Inc.	COMPETENCY ARCHITECT	2,022,491	12/10/1996
Lominger Limited, Inc.	INTERVIEW ARCHITECT	2,895,367	10/19/2004
Lominger Limited, Inc.	INTERVIEW ARCHITECT	2,756,993	8/26/2003
Lominger Limited, Inc.	LEADERSHIP ARCHITECT	1,967,221	4/9/1996
Lominger Limited, Inc.	LEADERSHIP ARCHITECT	1,825,119	3/8/1994
Lominger Limited, Inc.	LEARNING AGILITY	1,979,429	6/11/1996
Lominger Limited, Inc.	LEARNING ARCHITECT	2,157,048	5/12/1998
Lominger Limited, Inc.	LEARNING ARCHITECT	1,824,397	3/1/1994
Lominger Limited, Inc.	ORGANIZATION ARCHITECT	2,155,594	5/5/1998
Lominger Limited, Inc.	ORGANIZATION ARCHITECT	2,077,606	7/8/1997
Lominger Limited, Inc.	ORGANIZATIONAL CULTRIBUTE ARCHITECT	2,155,595	5/5/1998
Lominger Limited, Inc.	ORGANIZATIONAL CULTRIBUTE ARCHITECT	2,112,528	11/11/1997
Lominger Limited, Inc.	PERFORMANCE MANAGEMENT ARCHITECT	2,180,870	8/11/1998
Lominger Limited, Inc.	SUCCESSION ARCHITECT	2,911,373	12/14/2004
Lominger Limited, Inc.	TALKING TALENT	2,887,561	9/21/2004
Lominger Limited, Inc.	TALKING TALENT	2,887,562	9/21/2004
Lominger Limited, Inc.	TEAM ARCHITECT	2,600,117	7/30/2002
Lominger Limited, Inc.	TEAM ARCHITECT	2,509,130	11/20/2001
Lominger Limited, Inc.	THE LEADERSHIP ARCHITECTS	2,899,493	11/2/2004
Lominger Limited, Inc.	TRAINING ARCHITECT	2,152,703	4/21/1998
Lominger Limited, Inc.	VOICES	1,960,871	3/5/1996
Lominger Limited, Inc.	LOMINGER	77/554,843	8/25/2008
Lominger Limited, Inc.	LOMINGER INTERNATIONAL	77/554,863	8/25/2008

Lominger Limited, Inc.	TALENT ARCHITECT	77,542,956	8/8/2008
Lore International Institute, LLC	EE-LEARNING	2,557,195	4/2/2002
Lore International Institute, LLC	EMPOWER	3,068,085	3/14/2006
Lore International Institute, LLC	FACILITATIVE SELLING	2,064,713	5/27/1997
Lore International Institute, LLC	LEADERSHIP BALANCE SHEET	3,469,272	7/15/2008
Lore International Institute, LLC	LEADERSHIP BALANCE SHEET	3,477,900	7/29/2008
Lore International Institute, LLC	LORE INTERNATIONAL INSTITUTE	2,250,575	6/1/1999
Lore International Institute, LLC	LORE INTERNATIONAL INSTITUTE	2,391,934	10/3/2000