

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Lore International Institute, LLC</td> <td></td> <td>03/14/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Lore International Institute, LLC		03/14/2011	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Lore International Institute, LLC		03/14/2011	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	Citibank, N.A.								
Street Address:	444 S. Flower Street								
City:	Los Angeles								
State/Country:	CALIFORNIA								
Postal Code:	90071								
Entity Type:	National Bank:								
PROPERTY NUMBERS Total: 7									
Property Type	Number	Word Mark							
Registration Number:	2557195	EE-LEARNING							
Registration Number:	3068085	EMPOWER							
Registration Number:	2064713	FACILITATIVE SELLING							
Registration Number:	3469272	LEADERSHIP BALANCE SHEET							
Registration Number:	3477900	LEADERSHIP BALANCE SHEET							
Registration Number:	2250575	LORE INTERNATIONAL INSTITUTE							
Registration Number:	2391934	LORE INTERNATIONAL INSTITUTE							
CORRESPONDENCE DATA									
Fax Number:	(212)355-3333								
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>								
Phone:	212-813-8800								
Email:	NY-TM-Admin@goodwinprocter.com								
Correspondent Name:	GOODWIN PROCTER LLP/ATTN: Janis Nici								
Address Line 1:	620 Eighth Avenue								

OP \$190.00 2557195

900186760

**TRADEMARK
 REEL: 004500 FRAME: 0289**

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	104072204729
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NAME OF SUBMITTER:	Janis Nici
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Signature:	/janis nici/
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Date:	03/17/2011
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GRANT OF TRADEMARK SECURITY INTEREST

March 14, 2011

WHEREAS, LORE INTERNATIONAL INSTITUTE, LLC, a Delaware limited liability company ("**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 Loan Agreement dated as of March 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the financial institutions from time to time party thereto (collectively, together with their respective successors and assigns, the "**Lenders**"), and Citibank, N.A., as Administrative Agent for the Lenders (in such capacity, "**Administrative Agent**") pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of that certain Guarantee, Pledge and Security Agreement dated as of March 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the other grantors named therein and Administrative Agent, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent 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 Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, 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**").

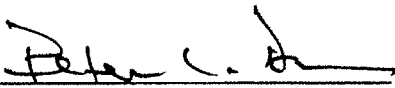
"**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired by Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), and (ii) the right to obtain all renewals thereof.

"**Trademark License**" means any rights under any written agreement providing for the grant by or to Grantor of any right to use any Trademark.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent 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.

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 date first written above.

LORE INTERNATIONAL INSTITUTE, LLC

By: 
Name: Peter L. Dunn
Title: Manager

Grant Of Trademark Security Interest

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TRADEMARK
REEL: 004500 FRAME: 0293

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark Description	Registration or Application Number	Registration or Application Date
EE-LEARNING	2,557,195	04/02/2002
EMPOWER	3,068,085	03/14/2006
FACILITATIVE SELLING	2,064,713	05/27/1997
LEADERSHIP BALANCE SHEET	3,469,272	07/15/2008
LEADERSHIP BALANCE SHEET	3,477,900	07/29/2008
LORE INTERNATIONAL INSTITUTE	2,250,575	06/01/1999
LORE INTERNATIONAL INSTITUTE	2,391,934	10/03/2000