

3-17-11

05/06/2011

Electronic Version v1.1
Stylesheet Version v1.1



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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-----------------------|
| Korn/Ferry International Futurestep, Inc. | | 03/14/2011 | CORPORATION: 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: UNITED STATES |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 3543535 | |
| Registration Number: | 2350744 | FUTURESTEP |
| Registration Number: | 2414415 | FUTURESTEP |

CORRESPONDENCE DATA

Fax Number: (212)355-3333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-813-8800
 Email: NY-TM-Admin@goodwinprocter.com
 Correspondent Name: GOODWIN PROCTER LLP/ATTN: Janis Nici
 Address Line 1: 620 Eighth Avenue
 Address Line 4: New York, NEW YORK 10018

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|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 104072204729 |
| NAME OF SUBMITTER: | Janis Nici |

OP \$90.00 3543535

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| Signature: | /janis nici/ |
| Date: | 03/17/2011 |
| Total Attachments: 4 source=KF Intl Futurestep#page1.tif source=KF Intl Futurestep#page2.tif source=KF Intl Futurestep#page3.tif source=KF Intl Futurestep#page4.tif | |

GRANT OF TRADEMARK SECURITY INTEREST

March 14, 2011

WHEREAS, KORN/FERRY INTERNATIONAL FUTURESTEP, INC., 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 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**”).

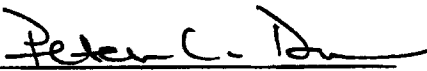
“**Trademarks**” means (i) all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired 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.

**KORN/FERRY INTERNATIONAL
FUTURESTEP, INC.**

By: 
Name: Peter L. Dunn
Title: General Counsel and Corporate
Secretary

Grant Of Trademark Security Interest

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**TRADEMARK
REEL: 004539 FRAME: 0455**

SCHEDULE A

**TO
GRANT OF TRADEMARK SECURITY INTEREST**

| Trademark Description | Registration or Application Number | Registration or Application Date |
|------------------------------|---|---|
| ARROW DESIGN | 3,543,535 | 12/09/2008 |
| FUTURESTEP | 2,350,744 | 05/16/2000 |
| FUTURESTEP AND DESIGN | 2,414,415 | 12/19/2000 |