

TRADEMARK ASSIGNMENT

05/17/2011

Electronic Version v1.1  
 Stylesheet Version v1.1



103625149

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Korn/Ferry International		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: <b>US</b>

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2566066	E-KORN/FERRY
Registration Number:	3023779	EXECUTIVE TO LEADER INSTITUTE
Registration Number:	1751508	KF
Registration Number:	3925832	KORN/FERRY
Registration Number:	1761642	KORN/FERRY INTERNATIONAL
Registration Number:	2223949	LEADERCATALYST
Registration Number:	2510041	LEADERSOURCE
Registration Number:	2304515	LEADERSOURCE
Registration Number:	3873733	THENEWMANGROUP A FUTURESTEP COMPANY
Serial Number:	77449501	420 REVIEW
Serial Number:	77357350	K/F INSTITUTE
Serial Number:	77181971	KF ADVANTAGE
Serial Number:	77181970	KF INTERNATIONAL ADVANTAGE
Serial Number:	77546464	KF

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Serial Number:	77254185	KORN/FERRY ADVANTAGE LEADERSHIP
Serial Number:	77181966	KORN/FERRY ADVANTAGE
Serial Number:	77357338	KORN/FERRY INSTITUTE
Serial Number:	77546453	KORN/FERRY INTERNATIONAL
Serial Number:	77254183	KORN/FERRY LEADERSHIP
Serial Number:	77546443	KORN/FERRY
Serial Number:	85092048	TARGET...PLANET EARTH
Serial Number:	77546471	THE KORN/FERRY INSTITUTE

**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

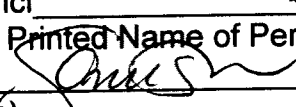
<b>ATTORNEY DOCKET NUMBER:</b>	104072204729
<b>NAME OF SUBMITTER:</b>	Janis Nici
<b>Signature:</b>	/janis nici/
<b>Date:</b>	03/17/2011

**Total Attachments: 4**  
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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as "Express Mail" in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451 on the date shown below:

Janis Nici  
(Typed or Printed Name of Person Signing Certificate)

  
(Signature)

April 19, 2011  
(Date)

EM 400709175 US  
(Express Mail No.)

**GRANT OF TRADEMARK SECURITY INTEREST**

March 14, 2011

**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 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**").

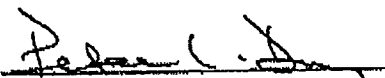
"**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired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

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

*Grant Of Trademark Security Interest*

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

Trademark Description	Registration or Application Number	Registration or Application Date
F-KORN FERRY	2,566,066	04/30/2002
EXECUTIVE TO LEADER INSTITUTE	3,023,779	12/06/2005
KF LOGO	1,751,508	02/09/1993
KORN/FERRY	3,925,832	03/01/2011
KORN/FERRY INTERNATIONAL	1,761,642	03/30/1993
LEADERCATALYST	2,223,949	02/16/1999
LEADERSOURCE AND THREE RING DESIGN	2,510,041	11/20/2001
LEADERSOURCE	2,304,515	12/28/1999
THE NEWMAN GROUP A FUTURESTEP COMPANY & DESIGN	3,873,733	11/09/2010
420 REVIEW	77/449,501	04/16/2008
K/F INSTITUTE	77/357,350	12/20/2007
KF ADVANTAGE	77/181,971	05/15/2007
KF INTERNATIONAL ADVANTAGE	77/181,970	05/15/2007
KF LOGO	77/546,464	08/13/2008
KORN/FERRY ADVANTAGE LEADERSHIP	77/254,185	08/13/2007
KORN/FERRY ADVANTAGE	77/181,966	05/15/2007
KORN/FERRY INSTITUTE	77/357,338	12/20/2007
KORN/FERRY INTERNATIONAL	77/546,453	08/13/2008
KORN/FERRY LEADERSHIP	77/254,183	08/13/2007
KORN/FERRY	77/546,443	08/13/2008
TARGET...PLANET EARTH	85/092,048	07/23/2010
THE KORN/FERRY INSTITUTE & FEATHER DESIGN	77/546,471	08/13/2008