

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
The Richardson Company - Training for the Banking Industry		07/22/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3312525	R RICHARDSON THE POWER TO SELL	
Registration Number:	3220965	SKILLGAUGE	
Registration Number:	3226254	CYBER SERVICE TIPS	
Registration Number:	3178828	CYBER SALES MANAGEMENT TIPS	
Registration Number:	3440760	THE RICHARDSON COMPANY	
Registration Number:	3178813	CYBERSALES TIPS	
Registration Number:	3562596	START COACHING!	
Registration Number:	3210996	THE POWER TO SELL	
Registration Number:	3562595	START COACHING!	
Registration Number:	3219873	R	
Registration Number:	3990768	TALENTGAUGE	
Registration Number:	3756302	SALESCALLPLANNER	
Registration Number:	3747392	NANOSALESBOOKS	
Serial Number:	85291865	HIGH PERFORMANCE SELLING	

OP \$365.00 3312525

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.220
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	07/25/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2011, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to extend credit for the benefit of Grantor;

WHEREAS, to induce Agent and Lenders to enter into the Credit Agreement and to induce Lenders to extend credit thereunder, Grantor, among others, executed and delivered in favor of Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses that constituted Excluded Property which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may executed this Agreement by signing and delivering one or more counterparts.

5. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and to be performed entirety within such State.

[signature page follows]

IN WITNESS WHEREOF, 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.

THE RICHARDSON COMPANY – TRAINING FOR THE
BANKING INDUSTRY, a Pennsylvania corporation

By: PK
Name: Peter Kim
Title: Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: James Cotton
Name: James Cotton
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration Number	Date
R RICHARDSON THE POWER TO SELL	3312525	10/16/07
SKILLGAUGE	3220965	03/20/07
CYBER SERVICE TIPS	3226254	04/03/07
CYBER SALES MANAGEMENT TIPS	3178828	11/28/06
THE RICHARDSON COMPANY	3440760	06/03/08
CYBERSALES TIPS	3178813	11/28/06
START COACHING!	3562596	01/13/09
THE POWER TO SELL	3210996	02/20/07
START COACHING! & Design	3562595	01/13/09
R Design	3219873	03/20/07
TALENTGAUGE	3990768	07/05/11
SALESCALLPLANNER	3756302	03/02/10
NANOSALESBOOKS	3747392	02/09/10

TRADEMARK APPLICATIONS

Mark	Application Number	Date
HIGH PERFORMANCE SELLING	85291865	04/11/11