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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Dkt: KAHN.G0082

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To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

PEOPLEScape, INC.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 08/15/00

2. Name and address of receiving party(ies)

Name: CHRISTIAN & TIMBERS, INC.

Internal Address:

Street Address: 25825 Science Park Drive

City: Beachwood State: OH ZIP: 44122

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Ohio
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

- 75/171,406, filed 09/26/96
- 75/302,606, filed 06/03/97
- 75/435,544, filed 02/17/98
- 75/236,517, filed 02/05/97
- 75/451,984, filed 03/17/98

(See attached for additional applications)

B. Trademark Registration No.(s)

- 2,203,267, reg. 11/10/98
- 2,232,566, reg. 03/16/99
- 2,157,399, reg. 05/12/98
- 2,102,296, reg. 09/30/97

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Warren A. Sklar

Internal Address:

Renner, Otto, Boisselle & Sklar, LLP

Street Address: 1621 Euclid Avenue, 19th Floor

City: Cleveland State: Ohio ZIP: 44115

6. Total number of applications and registrations involved: .....

13

7. Total fee (37 CFR 3.41).....\$ 340.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-0988

(Attach duplicate copy of this page if paying by deposit account)

10/11/2000 MTHAI1 00000266 75171406

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902 STATE 300.00 UP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Warren A. Sklar  
Name of Person Signing  
Reg. No. 26,373

*Warren A. Sklar*  
Signature

9/22/00  
Date

Total number of pages including cover sheet, attachments, and document

TRADEMARK

REEL: 2154 FRAME: 0438

APPENDIX A

U.S. TRADEMARK APPLICATION NUMBERS

<u>Appln. No.</u>	<u>Filed</u>
75/213,538	12/16/96
75/427,208	02/02/98
76/076,906	06/22/00
75/938,881	03/08/00

# ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

This Agreement is executed and delivered, as of August 15, 2000, by PEOPLEScape, INC. ("Debtor"), a Delaware corporation, whose chief executive office is at 4000 Moorpark Avenue, Suite 200, San Jose, California 95117, to CHRISTIAN & TIMBERS, INC. (the "Secured Party"), whose address is 25825 Science Park Drive, Beachwood, Ohio 44122.

## INTRODUCTION:

### WHEREAS:

A. Debtor has executed and delivered to the Secured Party a Security Agreement (the "Security Agreement") dated of even date herewith;

B. Pursuant to the Security Agreement, Debtor has granted Secured Party a prior security interest (the "Subject Security Interest") in and to, among other things, all of the "Trademark Collateral" (as hereinafter defined);

C. In order to effect a presently effective assignment of the Trademark Collateral and in order to effect recordation with, among other offices, the United States Patent and Patent Office (the PTO), but with no intention to diminish, or impair or supersede the terms of the Security Agreement to any extent, Debtor has executed and delivered this Agreement;

NOW, THEREFORE, in consideration of the purchase of the Notes by the Purchasers (both as defined in the Security Agreement) providing credit support pursuant to the Purchase Agreement, and for other valuable considerations, Debtor hereby agrees as follows:

1. **Cross Reference.** Certain terms used in this Agreement are defined in Section 14. Except as defined in Section 14 (or where the context clearly requires otherwise) each term defined in this Agreement shall have the definitions set forth in the Security Agreement, which definitions to the extent applicable are incorporated in this Agreement by reference.

2. **Assignment.** To secure the Secured Obligations, Debtor hereby assigns, conveys and grants to the Secured Party Debtor's entire right, title and interest in and to the following property (collectively, the "Trademark Collateral"):

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- (a) any and all now or hereafter existing trademarks (each a "Subject Trademark") in which Debtor now has or hereafter acquires any rights;
- (b) any and all Trademark Applications now or hereafter made by Debtor;
- (c) any and all Trademark Registrations heretofore, concurrently herewith or hereafter issued to Debtor:
- (d) any and all now or hereafter existing Trademark Rights in which Debtor now has or hereafter acquires any rights; any and all income, fees, royalties or damages (including, without limitation, damages and payments for past, present and future infringements) now or hereafter payable in respect of the Subject Trademarks or any thereof, and any and all now or hereafter existing choses in action arising out of or in connection with the Subject Trademarks or any thereof;
- (e) any and all now or hereafter existing Trademark Licenses to which Debtor is now or hereafter a party, whether as licensor, licensee or otherwise and any and all other agreements relating to the Subject Trademarks or any thereof to which Debtor is now or hereafter a party;
- (f) any and all now or hereafter existing goodwill (collectively, the "Associated Goodwill") of Debtor's business associated with the Subject Trademarks or any thereof;
- (g) all now or hereafter existing related security documents; and
- (h) any and all Proceeds of the foregoing Trademark Collateral or any thereof, including, without limitation, any and all (i) proceeds of any insurance, indemnity, warranty or guaranty with respect to the Trademark Collateral or any thereof and (ii) any and all considerations (in any form whatsoever) derived from or arising out of or in connection with the licensing, leasing or similar disposition of any interest in all or any part of the Trademark Collateral, the foregoing grant of security interest and assignment being herein called the "Subject Security Interest".

As to Trademark Collateral which is not now in existence or not owned by Debtor or in which Debtor does not now have rights, the Subject Security Interest shall automatically attach thereto immediately when the same comes into existence and Debtor acquires any rights therein, in each case without the making or doing of any further or other act or thing.

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**3. Grant of Limited License.** The Secured Party hereby grants (without recourse against the Secured Party and without any representation or warranty on the part of the Secured Party, express or implied, in fact or by law, and subject to termination pursuant to Section 8(e)) to Debtor an exclusive, non-transferable personal license to use the Trademark Collateral in the ordinary course of its business for Debtor's own benefit and account, and to take such actions as are required by Section 5(d). Debtor shall not sell or assign or in any way transfer its interest in, or grant any sublicense under, the license granted to Debtor under this Section 3 without the prior written consent of the Secured Party, which consent shall be conditioned upon such terms as the Secured Party shall require. Each assignment, transfer or sublicense granted in contravention of this Section 3 shall be null and void. Unless any Event of Default has occurred and is continuing, the Secured Party shall at Debtor's expense, execute and deliver to Debtor such writings as Debtor shall reasonably request in writing from time to time, in order to enable Debtor to enjoy the license granted pursuant to this Section 3, provided that the Secured Party shall not be required to execute and deliver any writing which in the Secured Party's judgment would diminish or impair in any respect any interest, right or remedy of the Secured Party.

**4. Notice.** Debtor agrees that until the later of (a) the termination of the Subject Security Interest pursuant to Section 15, or (b) the reassignment of the Subject Trademarks to Debtor pursuant to Section 15, Debtor will cause its chief executive officer, or in his absence another officer designated by Debtor, to give the Secured Party written notice:

(i) not less than seven (7) days prior to the date of any change in circumstance which affects or may affect the continuing efficacy of the Subject Security Interest or any assignment filed pursuant to this Agreement;

(ii) immediately, whenever Debtor undertakes any Trademark Application or whenever any Trademark Registration is issued to Debtor, together with a true and complete copy of the application or registration, as the case may be;

(iii) immediately whenever Debtor receives any notice or other communication from any governmental authority (including, without limitation, any court, the PTO or any other administrative agency) regarding any Trademark Registration, together with a true and complete copy of the notice or other communication so received;

(iv) immediately whenever any officer of Debtor learns of any event, condition or other thing (including, without limitation, the infringement of any Subject Trademark, or the threat, commencement or outcome of any litigation or proceeding) that might have an adverse effect on any right or remedy of the Secured Party or the value of the Trademark Collateral or any thereof to the Secured Party, together with a true and complete copy of any writings relating to the event, condition or other thing in respect of which notice is being given; and

(v) prior to the exercise of any right referred to in Section 5(d), notice to be accompanied by true and complete copies of all complaints and other material writings to be filed in connection therewith.

**5. Affirmative Covenants.** In addition to the performance of all covenants contained in the Security Agreement, Debtor agrees that until the later of (a) the termination of the Subject Security Interest pursuant to Section 15, or (b) the reassignment of the Subject Trademarks to Debtor pursuant to Section 15, Debtor will perform each of the following:

(a) Financing Statements and Other Acts. Debtor will, upon each request of the Secured Party:

(i) join the Secured Party in signing and filing, at Debtor's expense, such financing statements as the Secured Party may from time to time require in such public offices as the Secured Party may from time to time require;

(ii) execute and deliver to the Secured Party such additional writings (including, without limitation, affidavits, assignments and endorsements of specific items of collateral assignments, security agreements and financing statements), all in form and substance satisfactory to the Secured Party, and make and do all such further and other acts and things (including, without limitation, the delivery to the Secured Party of any instrument, document, chattel paper or other writing of any kind the possession of which perfects a security interest therein) as the Secured Party may from time to time require in aid of the Secured Party's exercise of its rights and remedies under this Agreement or for the better evidence, validation, perfection, enforcement or other protection of the Subject Security Interest and the assignment effected pursuant to Section 2;

(iii) cause Debtor's books and records to be marked with such legends or segregated in such manner as the Secured Party shall request, and take or cause to be taken such other action and adopt such procedures as the Secured Party shall

request, in order to give notice of, or to perfect, the Subject Security Interest and the assignment effected by Section 2;

(iv) furnish to the Secured Party such advice and cooperation in connection with the sale or other disposition of the Trademark Collateral or any thereof as the Secured Party may from time to time request;

(v) concurrently with the filing of an application for any Subject Trademark after the date of this Agreement, unless otherwise instructed by the Secured Party, execute, deliver to the Secured Party, and record in the PTO an "Assignment and Trademark Application" substantially in the form of this Agreement, with appropriate modifications, unless so doing would, in the reasonable and good faith judgment of Debtor, after due inquiry of the PTO and Debtor's legal counsel, and after consultation with the Secured Party, result in the issuance of that subject Trademark in the name of the Secured Party, in which case the recording shall instead be undertaken as soon as practicable but in any case no later than immediately following the issuance of the Subject Trademark so applied for; and

(vi) furnish to the Secured Party a true and complete copy of each opinion (including, without limitation, each opinion of legal counsel), report, search or other investigation or inquiry regarding (A) rights to or infringement of the Subject Trademarks or any thereof, or infringement of other Trademarks or rights by Debtor, (B) the validity of the Subject Trademarks or any thereof or (C) any other aspect of the Subject Trademarks or any thereof.

(b) Taxes and Fees. Debtor will pay directly to the appropriate authority, when and as due, any and all taxes, levies, fees and surcharges (including, without limitation, all fees and surcharges charged or chargeable by the PTO), charges, assessments, and similar taxes or impositions payable in respect of the Trademark Collateral or any thereof or arising out of or in connection with this Agreement.

(c) Compliance with Law. Debtor will comply in all respects with all laws, rules and regulations and orders regarding the Trademark Collateral or any thereof.

(d) Protection. Unless and until otherwise directed by the Secured Party in writing, Debtor will, in Debtor's own name and at Debtor's sole expense, through legal counsel acceptable to the Secured Party, take such action, including, without limitation, the prosecution of timely and appropriate judicial and administrative proceedings:

(i) to prevent any and all infringement, dilution or other diminution in value of the Trademark Collateral or any thereof, and for that purpose to diligently continue such action except if and to the extent that the Secured Party shall otherwise direct or Debtor shall determine in good faith by the exercise of commercially reasonable judgment consistent with prudent business practice that the Trademark Collateral in question does not and is not reasonably likely to contain or represent any material value or utility to any person;

(ii) to enforce Debtor's rights under, and to prevent the breach of any material provision of, any licenses to use the Subject Trademarks or any thereof (it being agreed that no such license is permitted without the Secured Party's prior written consent);

(iii) to prosecute diligently each Trademark Application undertaken by Debtor, and preserve and maintain all rights in each such Trademark Application and in the Subject Trademarks or any thereof, in each case subject to the provisions of this Agreement; and

(iv) to defend the Trademark Collateral against all claims and demands of any and all persons at any time claiming interest therein adverse to the Secured Party.

(e) Debtor will, subject to Section 8(e): (i) use and maintain each Subject Trademark according to past practice with respect to that Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use; (ii) maintain as in the past the quality and format of products and services offered under each Subject Trademark; and (iii) employ each Subject Trademark with the notice of registration or notice of Trademark, as applicable, sufficient to protect it.

**6. Negative Covenants.** In addition to the observance of all covenants contained in the Security Agreement, Debtor agrees that until the later of (a) the termination of the Subject Security Interest pursuant to Section 15, or (b) the reassignment of the Trademark Collateral to Debtor pursuant to Section 15, Debtor will observe each of the following:

(i) Disposal of Trademark Collateral. Debtor will not, without the Secured Party's prior written consent, sell or otherwise dispose of any Trademark Collateral or suffer or permit any Trademark Collateral to be or become encumbered by any lease, license, security interest, financing statement, attachment or other lien of any kind;



(ii) Settlements. Debtor will not, without the prior written consent of the Secured Party, settle or compromise any pending or future judicial, administrative, arbitrative or mediative proceeding with respect to the Trademark Collateral or any thereof;

(iii) Inconsistent Agreements. Debtor will not, without the Secured Party's prior written consent, at any time enter into any agreement (including, without limitation, any agreement that by its terms prohibits the assignment effected by Section 2 or the Subject Security Interest) that would diminish, impair or conflict with any provision of this Agreement or would impair or diminish any right or remedy of the Secured Party in respect of the Trademark Collateral or any thereof; and

(iv) Abandonment. Without the prior written consent of the Secured Party, Debtor will not suffer or permit to lapse or become abandoned any Subject Trademark, Trademark Application, Trademark Registration or Trademark Right unless Debtor shall determine in good faith that preservation thereof is no longer desirable in the conduct of its business.

7. **Representations and Warranties**. In addition to the representations and warranties set forth in the Security Agreement, Debtor represents and warrants to the Secured Party, as of the date of this Agreement, as follows:

(a) Chief Executive Office. Debtor's mailing address and chief executive office are as set forth in the preamble of this Agreement.

(b) Location of Records. Debtor keeps all of its records relating to the Trademark Collateral at Debtor's chief executive office.

(c) Ownership. Debtor is, and as to Trademark Collateral which comes into existence or in which Debtor acquires rights from time to time after the date of this Agreement will be, subject to the assignment effected by Section 2, the sole and exclusive owner of all of the Trademark Collateral free from any liens, licenses, and other rights or interests other than the Subject Security Interest. Debtor has not, by assignment or otherwise, conveyed or assigned any interest in or to the Trademark Collateral or any thereof except pursuant to this Agreement and the Security Agreement. The Subject Security Interest is the first and only lien on the Trademark Collateral and is enforceable against Debtor and the world subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar law affecting creditors' rights

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generally and general principles of equity. None of the Trademark Collateral is subject to any financing statement except for financing statements perfecting the Subject Security Interest.

(d) Identity of Trademarks and Trademark Application. **Schedule A** to this Agreement sets forth all Trademarks used by Debtor or in which Debtor has any rights, all Trademark Registrations in the name of Debtor and all Trademark Applications undertaken by Debtor and pending as of the date of this Agreement.

(e) Validity. Each Subject Trademark is valid, subsisting, unexpired and enforceable and Debtor has no knowledge of any past, present or threatened claim by any person to the contrary. No holding, decision or judgment has been rendered by any court, administrative agency or arbitrator or mediator which would be reasonably likely to limit, cancel or question the validity of any Subject Trademark. No action or proceeding is pending which would be reasonably likely to have a material adverse effect on the value of any Subject Trademark. None of the Subject Trademarks have been abandoned.

(f) Use. Debtor has used and will continue to use standards consistent with its past practice in its sale of products and services under the Subject Trademarks.

(g) Litigation. No litigation or proceeding is pending against Debtor before any court, administrative agency or arbitrator which might, if successful, have a material adverse effect on the Secured Party's rights in and to the Trademark Collateral or any thereof. No claim has been made that Debtor's use or registration of any Subject Trademark infringes the rights of any person.

**8. Effects of Default.** In the event of any Event of Default, the following shall apply in addition to the provisions of the Security Agreement:

(a) Records. Debtor will, on the Secured Party's demand, deliver to the Secured Party all of Debtor's books and records in respect of the Trademark Collateral.

(b) Enforcement. The Secured Party shall have the right to file applications for protection of the Trademark Collateral and to commence any proceeding in the name of Debtor or the Secured Party or both to enforce rights in and to the Trademark Collateral or any thereof. The Secured Party shall have no duty to institute any suit or to take any other action pursuant to this Section or, having started any such suit or attempt, thereafter to continue the same. In each case the Secured Party may proceed with counsel of the Secured Party's choosing.

(c) Disposition. The Secured Party shall have the right, to sell or otherwise dispose of the Trademark Collateral or any interest therein at any time, or from time to time any thereof. The Secured Party shall give Debtor not less than ten (10) days' prior notice of either the date after which any intended private sale is to be made or the time and place of any intended public sale. Debtor waives advertisement of any such sale and (except only to the extent notice is specifically required by the next preceding sentence) waives notice of any kind in respect of such sale. At any public sale the Secured Party may purchase the Trademark Collateral or any part thereof free from any right of redemption, which right Debtor hereby waives. After deducting all expenses and attorneys' fees incurred in assembling, and selling the Trademark Collateral or any part thereof, the Secured Party may apply the net proceeds of sale to the Subject Debt with such allocation as to item and maturity as the Secured Party in its sole discretion deems advisable, and shall refund the overplus, if any, to Debtor, who shall be liable for any deficiency.

(d) Equitable Remedies. The Secured Party shall have the right, without notice to Debtor, to equitable remedies (including, without limitation, injunctive relief and specific performance) regardless of the adequacy of a remedy at law. Without limiting the generality of the foregoing, the Secured Party, in any action to enforce this Agreement, shall be entitled to the appointment, without notice to Debtor and regardless of whether the Secured Party has an adequate remedy at law, of a receiver of the Trademark Collateral or such thereof as the Secured Party shall deem advisable, with power to control the use of that Trademark Collateral during the pendency of that action and until the consummation of any sale or other disposition of that Trademark Collateral, and with power to do such other acts and things to enable the Secured Party to realize the benefits of this Agreement. Debtor hereby irrevocably waives and agrees not to assert any claim or defense, whether at law or equity, which might be asserted to bar any remedy or appointment referred to in this Section, and Debtor hereby specifically consents to each such remedy or appointment without notice.

(e) Termination of License. The license granted to Debtor pursuant to Section 3 shall forthwith terminate, without the doing of any other or further act or thing. Following each such termination, the Secured Party shall have the right, but shall not be obligated, to reinstate the license so terminated, subject to such terms and conditions as to which Debtor and the Secured Party shall agree.

**9. Attorney-in-Fact**. Unless and until the Subject Security Interest shall have been terminated, Debtor hereby irrevocably appoints the Secured Party as Debtor's attorney-in-fact and irrevocably authorizes the Secured Party to perform on Debtor's behalf each and every covenant contained in Section 5 (including, without limitation, the

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payment of any amount in each case in which Debtor fails or omits to furnish the Secured Party with the requisite evidence of payment), in each case if and to the extent that the Secured Party shall, in the exercise of its sole discretion, from time to time deem advisable for the protection of the Secured Party's interests, Debtor hereby agreeing that the Secured Party shall owe no duty whatever to Debtor or any other person to perform any such covenant, or, having started to do so or having done so any one or more times, to thereafter to continue doing so.

**10. Amendments to Schedule.** The Secured Party shall have the right, in its sole discretion, to modify this Agreement without first obtaining Debtor's approval of or signature to such modification by amending **Schedule A** to this Agreement to include reference to any right, title or interest in any existing Subject Trademark or other Trademark Collateral in which Debtor hereafter acquires any rights, or to delete any reference to any right, title or interest in any Subject Trademark or other Trademark Collateral in which Debtor, with the Secured Party's consent, no longer has or claims any right, title or interest.

**11. Indemnity.**

(a) **Enforcement.** Debtor hereby agrees to indemnify the Secured Party for and hold the Secured Party harmless against any and all expenses, including (without limitation) reasonable attorneys fees, liabilities and losses incurred by the Secured Party in (a) protecting, exercising and enforcing its rights (including, without limitation, those referred to in Sections 8, 9 and 10), and (b) collecting, taking and keeping custody of, preserving, and selling or otherwise realizing upon the Trademark Collateral or any thereof. In each case the Secured Party may proceed with counsel of the Secured Party's choosing and Debtor agrees to reimburse the Secured Party for the Secured Party's costs and expenses including, without limitation, reasonable attorneys' fees (whether in the form of interdepartmental charges or otherwise and their reasonable disbursements), court costs and costs of sale of any Trademark Collateral.

(b) **Termination Expenses.** In addition to, and not in limitation of, any indemnity referred to in the Purchase Agreement or the Security Agreement, Debtor will reimburse the Secured Party on the Secured Party's demand from time to time for all reasonable expenses incurred by the Secured Party in connection with the termination, if any, of the Subject Security Interest of record and the re-assignment, if any, of the Trademark Collateral or any thereof to Debtor.

(c) **Third-party Actions.** Debtor hereby agrees to indemnify the Secured Party and hold the Secured Party harmless for any and all costs, damage awards, expenses

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(including, without limitation, reasonable attorneys' fees, whether in the form of interdepartmental charges or otherwise, and their reasonable disbursements), liabilities, losses, and penalties of any kind whatsoever incurred by the Secured Party in connection with (a) any action taken by Debtor pursuant to Section 5(d) or by the Secured Party pursuant to Section 8 and (b) any claim made by any person (i) alleging infringement, dilution or other diminution in value of the Trademark Collateral or any thereof, (ii) to enforce rights under, or to prevent the breach of, any provision of any agreement constituting Trademark Collateral or (iii) claiming or demanding any interest in the Trademark Collateral or any thereof.

(d) Interest. The Secured Party's right of indemnification or reimbursement, as the case may be, in respect of any cost, award, expense, liability, loss, or penalty shall accrue as of the time the same is incurred by the Secured Party, and shall be paid by Debtor to the Secured Party upon the Secured Party's demand therefor. If Debtor shall fail or omit to pay to the Secured Party any amount to be paid to the Secured Party by Debtor under this Agreement promptly when the same becomes due, Debtor shall pay to the Secured Party, on the Secured Party's demand from time to time, interest on such amount, accruing from the date when such amount is due, at the rate of ten percent (10%) per annum above the Prime Rate from time to time in effect, with each change in the Prime Rate automatically and immediately changing without notice to Debtor the rate per annum applicable to the amount due.

**12. Rights and Responsibilities.** Debtor hereby agrees as follows:

(a) No Duties. Debtor hereby agrees that the Secured Party shall have no duty to preserve any rights against prior parties or to collect or to preserve any right pertaining to the Trademark Collateral or protect the Trademark Collateral or any income therefrom beyond the safe physical custody of the Trademark Collateral. Neither this Agreement nor any action taken by the Secured Party pursuant hereto shall release Debtor from any agreement otherwise binding upon it.

(b) Abandoned Proceedings; Adverse Determinations. In the event the Secured Party shall have instituted any proceeding to enforce any right, power or remedy under Section 8 this Agreement, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Secured Party, then and in every such case, Debtor, the Secured Party and each holder of any of the Subject Debt shall be restored to their respective former positions and rights hereunder with respect to the Trademark Collateral, and all rights, remedies and powers of the Secured Party shall continue as if no such proceeding had been instituted.

**13. Miscellaneous.** The provisions of Section 12 of the Purchase Agreement are applicable to this Agreement and are incorporated by reference in this Agreement in addition to the following provisions:

(a) Survival of Provisions. All representations and warranties made in or pursuant to this Agreement shall survive the execution and delivery of this Agreement. The provisions of Sections 11(a), (b), (c), (d), 13, 14 and 15 shall survive the payment of the Subject Debt and any termination of the Subject Security Interest.

(b) Security Agreement. No provision (including, without limitation, any provision describing the Trademark Collateral, setting forth any power, right or remedy of the Secured Party, or setting forth any covenant of Debtor) shall be construed to limit any related provision of the Security Agreement. Each interest, right or remedy of the Secured Party under this Agreement is in addition to, and not in limitation of, any related interest, right or remedy set forth in the Security Agreement.

**14. Definitions** As used in this Agreement, except where the context clearly requires otherwise:

"Agreement" means this Security Agreement (including without limitation each amendment, if any);

"Trademark" means any registered Trademark issued to Debtor;

"Trademark Application" means any application for the issuance of a Trademark and any and all amendments thereto;

"Trademark License" means any agreement, written or oral, granting any person the right to make use in any way of a Trademark;

"Trademark Registration" means any foreign or domestic registration or recordation in respect of a trademark, whether in or outside of the United States or any state thereof or any political subdivision, including, without limitation, any such registration or recordation with the PTO;

"Trademark Right" means any domestic or foreign common law, statutory or other right arising out of or in connection with any Trademark, including, without limitation, the right to register claims under any foreign or domestic patent law or regulation and to apply for, renew and extend Subject Trademarks, Trademark Registrations and Trademark Rights, the right to sue for any past, present or future infringement, dilution or

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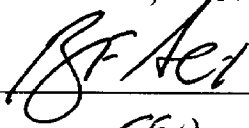
other diminution in value of that Trademark or to bring opposition or cancellation proceedings in respect thereof;

"Prime Rate" means a fluctuating rate of interest per annum that is equal to the higher of the rate of interest that is publicly announced by KeyBank from time to time as being its "prime rate" thereafter in effect (which rate is not necessarily the lowest rate charged by KeyBank to its customers).

"Proceeds" means whatever is received upon the sale, exchange, collection or other disposition of Trademark Collateral or Proceeds, and includes, without limitation, insurance payable by reason of loss or damage to the Trademark Collateral or any thereof.

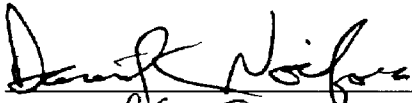
**15. Termination and Release.** Except as provided in Section 13(b), Debtor's liabilities and other obligations under this Agreement and the assignment effected pursuant to Section 2 shall remain in effect in accordance with the provisions of this Agreement until reassignments and termination statements covering all of the Trademark Collateral have been signed by the Secured Party and filed by with all appropriate filing officers -- and shall not be affected by the lapse of time, the lapse of any filing, by the fact that there may be a time or times when no Subject Debt is outstanding, or by any act, omission or course of dealing whatever on the part of the Secured Party. When all of the Subject Debt has been paid in full the Secured Party shall, at the sole cost and expense of Debtor, forthwith assign, transfer and deliver (against receipt, without recourse and without any representation or warranty by the Secured Party, express or implied, in fact or by law) to Debtor such of the Trademark Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms of this Agreement and applicable law. In furtherance of the foregoing, the Secured Party shall, at Debtor's sole expense, execute and deliver to Debtor for recording in such public offices (including, without limitation, the PTO) such assignments and termination statements as Debtor shall reasonably request and as shall be in form and substance satisfactory to the Secured Party.

PEOPLEScape, INC.

By:   
Its: CEO

Accepted by:

CHRISTIAN & TIMBERS, INC.

By:   
Its: U/CFO



**SCHEDULE A**

**IDENTITY OF TRADEMARKS**

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Attny File	Mark	Reg. No. (Serial No.)	Issue (Filing) Date	Accepted for Pub	Pub Date	Status
<b>Rankin, Hill</b>						
1 11346	CareerCheck Electronic Staffing	(75/171,406)	(09/26/96)	Yes	09/02/1997	Allowed
2 11504	Manager face	(75/302,606)	(06/03/97)	No		
3 11456		(75/252,010)	(03/05/97)	Yes	09/16/1997	Allowed
4 10958	FlashSearch	(75/435,544)	(02/17/98)	Yes		Pending
5 11439	HR Office	(75/236,517)	(02/05/97)	Yes	09/23/1997	Allowed
6 10972	LegalCheck		(4-9-99)			Amendment filed
7 11315	PayCheck	2,232,566	03/16/1999	Yes	02/04/1997	Issued
8 11379	PeopleChat	(75/213,538)	(12/16/96)	Yes	07/01/1997	Allowed
9 11314	PeopleCheck	(75/098,413)	(05/03/96)	Yes	01/21/1997	Allowed*
10 11319	PeopleScaps	2,102,296	09/30/1997	N/A	N/A	Issued
11 10918	Stone Soup	(75/427,208)	(02/02/98)			Pending
<b>Hickman &amp; Hughes</b>						
12 PS11T001	Angami					Not yet filed
13 PS11T001	Hire Incentives	(75/93881)	03/08/2000			Pending

# CORRECTED LIST OF TRADEMARKS FOR RECORDING

<u>Trademark</u>	<u>Serial No/Reg.No</u>	<u>Filing Date/Registration Date</u>
Career Check	75/171,406	September 26, 1996
Electronic Staffing Manager	75/302,606	June 3, 1997
Face Design	2,203,267	November 10, 1998
Flash Search	75/435,544	February 17, 1998
HR Office	75/236,517	February 5, 1997
Legal Check	75/451,984	March 17, 1998
Paycheck	2,232,566	March 16, 1999
Peoplechat	75/213,538	December 16, 1996
People Check	2,157,399	May 12, 1998
Peoplescape	2,102,296	September 30, 1997
Stone Soup	75/427,208	February 2, 1998
Angami	76/076,906	June 22, 2000
Hire Incentives	75/938,881	March 8, 2000

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