

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Thomas Group, Inc.

4.19.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Delaware

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

2. Name and address of receiving party(ies)

Name: Comerica Bank

Internal Address:

Address:

Street Address: 8828 Stemmons Freeway, Suite 441

City: Dallas State: Texas Zip: 75247

- Individual(s) citizenship Association Texas Banking Association General Partnership Limited Partnership Corporation-State 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 29, 2002

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: S. Roxanne Edwards

Internal Address:

Street Address: P.O. Box 50784

1201 Main Street

City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Winstead: 23-2426

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

DO NOT USE THIS SPACE

9. Statement and signature.

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.

S. Roxanne Edwards

[Signature]

4/19/02

Name of Person Signing

Signature

Date

05/03/2002 DBYRNE 0000143 75142308

01 FC:481 02 FC:482

40.00 OP 275.00 OP

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

DALLAS\_I\3639580\1 04/16/02

## TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Serial No.</b>
OPTIMIZE	76/142,388
THE RESULTS COMPANY	75/685,814
TIME-TO-MARKET BREAKTHROUGH IN PLM	76/142,105
REPAIR ORDER TRIAGE	75/687,335

## TRADEMARK REGISTRATIONS

<b>Trademark</b>	<b>Registration No.</b>
SERVICEMAX	2,387,222
WHEN IT'S TIME FOR RESULTS	2,319,798
INTERLINK	1,670,522
TOTAL CYCLE TIME	1,892,079
TCT	1,707,129
CYCLES OF LEARNING	1,744,848
5 I'S PROCESS	1,699,337

## SECURITY INTEREST ASSIGNMENT

THIS SECURITY INTEREST ASSIGNMENT (this "Assignment"), dated as of March 29, 2002, is executed by Thomas Group, Inc., a Delaware corporation (the "Borrower"), whose address is 5221 N. O'Connor Boulevard, Suite 500, Irving, Texas, 75039, in favor of Comerica Bank-Texas, a Texas banking association (the "Lender").

### R E C I T A L S:

The Borrower and Lender have entered into that certain First Amended and Restated Revolving Credit Loan Agreement dated as of December 4, 1996 (as the same has been or may hereafter be amended, supplemented, modified or restated from time to time, the "Loan Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Lender to the Borrower;

A. Capitalized terms used but not defined herein have the meanings ascribed to them in the Loan Agreement or the Security Agreement (hereinafter defined);

B. Lender has conditioned its obligations under the Loan Agreement upon the execution and delivery of this Assignment by Borrower. Pursuant to the Loan Agreement, and as Collateral for the Loan, the Borrower has entered into that certain Security Agreement (Intellectual Property) dated on or about the date hereof (as the same may be amended, supplemented, modified or changed from time to time, the "Security Agreement"), pursuant to which the Borrower has or will grant to the Lender a lien on and security interest in certain Collateral described therein, including, but not limited to the following (collectively, the "Intellectual Property"):

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products nor or hereafter existing, created, acquired or held;

3. Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents")

5. Any trademark or servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents;

9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

10. all goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise, and

11. all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Borrower.

C. It is a condition precedent to the Lender's obligations in connection with the Loan that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording this document with any legal entity.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Borrower hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Security Agreement, to Lender, as Collateral for the payment and performance of the Indebtedness (as defined in the Loan Agreement) in and to Borrower's entire right, title and interest in the Intellectual Property as defined herein, including without limitation all renewals thereof, all proceeds thereof

(including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

2. At such time as (i) all of the Indebtedness has been completely paid and performed in full, and (ii) the Revolving Credit Commitment, the Term Loan, and any other commitments described in the Loan Agreement, have been terminated, the Lender shall release its security interest in Borrower's entire right, title and interest in the Intellectual Property, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

3. Borrower represents and warrants that it has the full right and power to make the assignment of the Intellectual Property, and it has not made any previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Intellectual Property, other than the Permitted Liens.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Borrower. This Assignment shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE INTELLECTUAL PROPERTY OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from a security interest in the Intellectual Property.


5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

BORROWER:


**THOMAS GROUP, INC.**

By:   
Name: TIM TAYLOR  
Title: V.P. CFO

Address:  
5221 N. O'Connor, Suite 500  
Irving, Texas 75039

LENDER:

**COMERICA BANK-TEXAS**

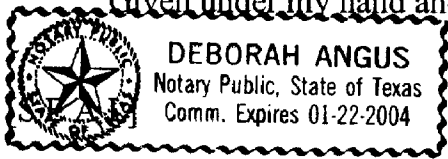
By:   
Robin M. Kain  
Vice President

Address:  
P. O. Box 650282  
Dallas, Texas 75265-0282

THE STATE OF TEXAS §  
                                          §  
COUNTY OF Dallas §

Before me Deborah Angus on this day personally appeared Jim Taylor  
Vice President Finance of Thomas Group, Inc., a Delaware corporation, known to  
me to be the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he executed the same, on behalf of said corporation, for the purposes and consideration  
therein expressed.

Given under my hand and seal this 1<sup>st</sup> day of April, 2002.



Deborah Angus  
Notary Public - State of Texas

My Commission Expires:  
01-22-2004

Deborah Angus  
Printed Name of Notary Public

THE STATE OF TEXAS §  
                                          §  
COUNTY OF DALLAS §

Before me Deborah Angus on this day personally appeared  
Robin McKin, Vice President of Comerica Bank-Texas,  
known to me to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he executed the same, on behalf of said association, for the purposes  
and consideration therein expressed.

Given under my hand and seal office this 1<sup>st</sup> day of April, 2002.



Deborah Angus  
Notary Public - State of Texas

My Commission Expires:  
01-22-2004

Deborah Angus  
Printed Name of Notary Public

EXHIBIT A

Copyrights



# EXHIBIT B

## Patents

EXHIBIT C

U.S. Trademark Applications

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
OPTIMIZE	76/142,388	10/06/00
THE RESULTS COMPANY	75/685,814	04/15/99
TIME-TO-MARKET BREAKTHROUGH IN PLM	76/142,105	10/06/00
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<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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TCT	1,707,129	08/11/92
CYCLES OF LEARNING	1,744,848	01/05/93
5 I'S PROCESS	1,699,337	07/07/92