

09-16-2003

4-18-03

Form PTO-1594

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(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)



102538997

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

Tab settings

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

1. Name of conveying party(ies):

Robbins Research International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 3/25/03

2. Name and address of receiving party(ies)

Merrill Lynch Business  
Name: Financial Services Inc.

Internal  
Address:

Street Address: 222 N. LaSalle St., 17th Floor

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see Schedule A attached hereto

Additional number(s) attached  Yes  No

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

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**1030 15<sup>th</sup> STREET NW**  
**SUITE 920**  
**WASHINGTON DC 20005**

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41):

\$665<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson  
Name of Person Signing

*Sharon S. Patterson*  
Signature

4/15/03  
Date

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

5

4/21/03 LYNNELL 00000057 2641747

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

FC:R 21  
FC:R 32

40.00 OP  
625.00 OP

TRADEMARK  
REEL: 002716 FRAME: 0767

SCHEDULE A

TRADEMARKS

| <u>Trademark Description</u>                           | <u>U.S. Registration Number</u> |
|--|---------------------------------|
| GET THE EDGE   | 2641747                         |
| RPM  | 2679619                         |
| ANTHONY ROBBINS GET THE EDGE                           | 2551974                         |
| DAILY ACTION ONLINE                                    | 2335557                         |
| THE WORLD LEADER IN PERSONAL AND PROFESSIONAL COACHING | 2432212                         |
| PEAK PERFORMANCE FOR THE NEW MILLENNIUM                | 2418288                         |
| VIP COACHING   | 2418287                         |
| THE ANTHONY ROBBINS RESULTS PARTNERSHIP                | 2496746                         |
| ANTHONY ROBBINS  | 2305962                         |
| LIFE MANAGEMENT SYSTEM                                 | 2186963                         |
| O.P.A. LIFE PLANNER                                    | 2189011                         |
| WEALTH MASTERY   | 2119211                         |
| FINANCIAL POWER  | 2168897                         |
| CANI!  | 1885359                         |
| MASTERY UNIVERSITY                                     | 1888553                         |
| ANTHONY ROBBINS' PERSONAL POWER!                       | 1863573                         |
| THE BODY YOU DESERVE!                                  | 1845517                         |
| ANTHONY ROBBINS' POWERTALK!                            | 1840415                         |
| ANTHONY ROBBINS & ASSOCIATES                           | 1852682                         |
| LIVING HEALTH  | 1821748                         |
| NEURO-ASSOCIATIVE CONDITIONING                         | 1787104                         |
| UNLIMITED POWER  | 1750482                         |
| THE PSYCHOLOGY OF SUCCESS CONDITIONING                 | 1737182                         |
| THE POWER TO INFLUENCE                                 | 1735369                         |
| SKILLS OF POWER  | 1731731                         |
| FEAR INTO POWER - THE FIREWALK EXPERIENCE              | 1731732                         |

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 25th day of March 2003 by and between ROBBINS RESEARCH INTERNATIONAL, INC., a California corporation (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLBFS").

WITNESSETH

WHEREAS, pursuant to a certain WCMA REDUCING REVOLVER<sup>SM</sup> LOAN AND SECURITY AGREEMENT dated as of March 25, 2003, executed between the Customer and MLBFS (as amended or otherwise modified from time to time, the "Loan Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to MLBFS, the Customer has granted to MLBFS a continuing security interest in certain of the Customer's assets, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and MLBFS agree as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to MLBFS, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in the Customer's entire right, title and interest in and to all of its trademarks listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" provided that Trademarks will not include "intent to use" trademark filings until such time as Pledgor begins to use such trademarks).

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

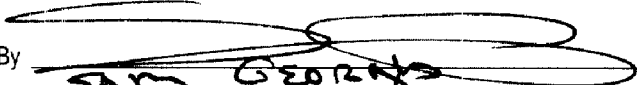
4. Effect on Other Agreements; Cumulative Remedies. Upon the occurrence and during the continuance of any default or Event of Default under the Loan Agreement, MLBFS may exercise any or all of the remedies of a secured party under applicable law and in equity, including but not limited to, the UCC. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of MLBFS with respect to the Trademarks, whether established hereby or by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the MLBFS and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE. MLBFS AND CUSTOMER HEREBY EACH EXPRESLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR ANY TRANSACTIONS WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT.

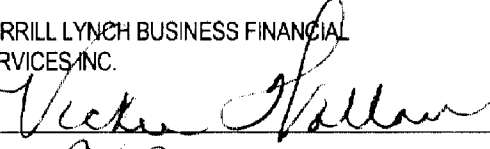
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

ROBBINS RESEARCH INTERNATIONAL, INC

By   
Its President / 600

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL  
SERVICES INC.

By   
Its AVP

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