

09-10-2004

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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):

CPP, INC.
3803 East Bayshore Rd.
Palo Alto, CA 94301

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

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

3. Nature of conveyance:

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

Execution Date: July 26, 2004

2. Name and address of receiving party(ies)

Name: COMERICA BANK

Internal Address:

Street Address: 75 East Trimble Road

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship _____
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Strong Interest Inventory (Reg. No. 2,150,106)

Additional number(s) attached: Yes No

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

Name: Buchalter, Nemer, Fields & Younger
Attn: Kim Walker

Internal Address: _____

Street Address: 601 S. Figueroa Street, Suite 2400

City: Los Angeles State: CA Zip: 90017

09/10/2004 LMUELLER 00000032 200052 2150106

01 FC:8621 40.00 00

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 93.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052
(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.

Kim Walker

Name of Person Signing

Kim Walker

August 30, 2004

Date

Christine E. Wilson
Christine E. Wilson

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

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of July 26, 2004, by and between CPP, INC., a California corporation ("Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan") for the purpose of acquiring (the "Acquisition") various intellectual property assets (the "Intellectual Property Collateral") pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") by and between Grantor and The Board of Trustees of the Leland Stanford Junior University ("Stanford"). Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Fixed Rate-Installment Note dated of even date herewith, (together with other documents and instruments executed and delivered to Secured Party in connection therewith, collectively the "Loan Documents"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Documents.

B. In order to induce Secured Party to enter into the Loan Documents, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Loan and of all of Grantor's other present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to the Intellectual Property Collateral, including without limitation the following:

(a) 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, in each case which constitute a part of the Intellectual Property Collateral, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, know-how, technology, and any and all intellectual property rights in computer software and computer software products, in each case which constitute a part of the Intellectual Property Collateral (collectively, "Trade Secrets");

(c) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, in each case which constitute a part of the Intellectual Property Collateral, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(d) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, in each case which constitute a part of the Intellectual Property Collateral, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(e) 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;

(f) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Trade Secrets, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(h) All general intangibles, property, inventory and equipment acquired by Grantor pursuant to the Asset Purchase Agreement, including without limitation, that set forth on Exhibit D hereto; and

(i) 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, including all rights and benefits under the Asset Purchase Agreement.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Upon consummation of the Acquisition, Grantor will be the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except as expressly permitted under the Loan Documents and except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to Grantor's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto pursuant to

Grantor's usual business practices. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product pursuant to Grantor's usual business practices (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C);

(f) Pursuant to subsection (h) below, Grantor shall give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(g) Pursuant to subsection (h) below, Grantor shall (i) give Secured Party written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor;

(h) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal year, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(j) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(k) Secured Party may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 3, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 3 to take but which Grantor fails to take within fifteen (15) days of notice thereof to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(l) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(m) Except for, and upon, the filing with the appropriate state filing office, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the United States Copyright Office with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(n) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(o) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(p) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's facilities that provide products or services (or that have done so during the prior six month period) that utilize any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the United States Copyright Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to notify Stanford of the lien granted Secured Party in the Asset Purchase Agreement, (ii) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (iii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iv) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) Grantor breaches any representation, warranty or agreement under the Loan Documents and any applicable cure or grace period has expired; or

(b) Grantor breaches any representation, warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of

Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction: Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

15. Reference Provision. If and only if the jury trial waiver set forth in Section 14 of this Agreement is invalidated for any reason by a court of law, statute or otherwise, the reference provisions set forth below shall be substituted in place of the jury trial waiver. So long as the jury trial waiver remains valid, the reference provisions set forth in this Section shall be inapplicable.

(a) Each controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement, any security agreement executed by Grantor in favor of Secured Party, any note executed by Grantor in favor of Secured Party or any other document, instrument or agreement executed by Grantor with or in favor of Secured Party (collectively in this Section, the "Loan Documents"), other than (i) all matters in connection with nonjudicial foreclosure of security interests in real or personal property; or (ii) the appointment of a receiver or the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law) that are not settled in writing within fifteen (15) days after the date on which a party subject to the Loan Documents gives written notice to all other parties that a Claim exists (the "Claim Date") shall be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the

California Code of Civil Procedure, or their successor sections ("CCP"), which shall constitute the exclusive remedy for the resolution of any Claim concerning the Loan Documents, including whether such Claim is subject to the reference proceeding. Except as set forth in this section, the parties waive the right to initiate legal proceedings against each other concerning each such Claim. Venue for these proceedings shall be in the Superior Court in the County where the real property, if any, is located or in a County where venue is otherwise appropriate under state law (the "Court"). By mutual agreement, the parties shall select a retired Judge of the Court to serve as referee, and if they cannot so agree within fifteen (15) days after the Claim Date, the Presiding Judge of the Court (or his or her representative) shall promptly select the referee. A request for appointment of a referee may be heard on an ex parte or expedited basis. The referee shall be appointed to sit as a temporary judge, with all the powers for a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court (or any subsequently enacted Rule). Each party shall have one peremptory challenge pursuant to CCP §170.6. Upon being selected, the referee shall (a) be requested to set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection and (b) if practicable, try any and all issues of law or fact and report a statement of decision upon them within ninety (90) days of the date of selection. The referee will have power to expand or limit the amount of discovery a party may employ. Any decision rendered by the referee will be final, binding and conclusive, and judgment shall be entered pursuant to CCP §644 in any court in the State of California having jurisdiction. The parties shall complete all discovery no later than fifteen (15) days before the first trial date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including, without limitation, legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to "priority" in conducting discovery. Either party may take depositions upon seven (7) days written notice, and shall respond to requests for production or inspection of documents within ten (10) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding upon the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary and/or provisional remedies, as appropriate.

(b) Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. Except for trial, all proceedings and hearings conducted before the referee shall be conducted without a court reporter unless a party requests a court reporter. The party making such a request shall have the obligation to arrange for and pay for the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties shall equally bear the costs of the court reporter at the trial and the referee's expenses

(c) The referee shall determine all issues in accordance with existing California case and statutory law. California rules of evidence applicable to proceedings at law will apply to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that shall be binding upon the parties. At the close of the reference proceeding, the referee shall issue a single judgment at disposing of all the claims of the parties that are the subject of the reference. The parties reserve the right (i) to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the referee and (ii) to obtain findings of fact, conclusions of laws, a written statement of

decision, and (iii) to move for a new trial or a different judgment, which new trial, if granted, shall be a reference proceeding under this provision.

(d) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure herein described will be resolved and determined by arbitration conducted by a retired judge of the Court, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery as set forth in this Section shall apply to any such arbitration proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:
3803 East Bayshore Rd.,
Palo Alto, CA. 94301

GRANTOR:

CPP, INC.
a California corporation

By: *[Signature]*

Its: VP & Chief Financial Officer

By: *Steven W. Waldo*

Its: V.P. & Chief Legal Officer

Address of Secured Party:

75 East Trimble Road
San Jose, California 95131
Attn: Credit Manager
Fax number: (408) 556-5097

SECURED PARTY:

COMERICA BANK

By: *John T. Wolf*

Its: Senior Vice President

EXHIBIT A

**Copyright Registrations
Strong Product Lines**

REPORTS

| Title of Work | Filing # | Filing Date |
|---|-----------------|--------------------|
| Career Enrichment Report | TX5-424-037 | 8/3/01 |
| Career Transition Report | TX5-506-301 | 4/4/02 |
| Strong Interest Inventory® College Skills Confidence Edition Profile Report | TX5-689-694 | 2/10/03 |
| Strong Interest Inventory® College Edition Profile Report | TX5-689-693 | 2/10/03 |

ANSWER SHEETS

| Title of Work | Filing # | Filing Date |
|---|-----------------|--------------------|
| Strong Interest Inventory of the Strong Vocational Interest Blanks Not Prepaid Scannable Test Booklet and Answer Sheet 1985 version | TX 3 706 251 | 12/20/93 |

PREPAID ANSWER SHEETS

| Title of Work | Filing # | Filing Date |
|--|-----------------|--------------------|
| Strong Interest Inventory: Prepaid Profile and Professional Report Answer Sheet | TX 3 624 646 | 6/17/93 |
| Strong Interest Inventory of the Strong Vocational Interest Blanks Prepaid Profile Answer Sheet 1985 version | TX 3 749 313 | 12/17/93 |
| 1 or 2 Topical Reports for the Strong Interest Inventory Prepaid Topical Narrative Answer Sheet 1985 version | TX 3 720 434 | 1/10/94 |
| Prepaid Expanded Narrative | TX 3 720 437 | 1/10/94 |

| | | |
|---|--------------|----------|
| Answer Sheet for the Strong Interest Inventory 1988 version | | |
| Strong Interest Inventory of the Strong Vocational Interest Blanks Prepaid Profile Test Booklet and Answer Sheet 1985 version | TX 3 733 428 | 12/16/93 |
| Strong Interest Inventory: Prepaid Profile and College Major Report Booklet and Answer Sheet | TX 3-582-694 | 3/31/93 |
| Prepaid Topical Narrative and Prepaid Expanded Narrative Test Booklets and Answer Sheets for the Strong Interest Inventory 1985 version | TX 3 720 436 | 1/10/94 |
| Strong Interest Inventory: Prepaid Profile and College Major Report Answer Sheet | TX 3-582-695 | 3/31/93 |

COMBINATION ITEM BOOKLET ANSWER SHEET

| Title of Work | Filing # | Filing Date |
|---|-----------------|--------------------|
| Strong Interest Inventory of the Strong Vocational Interest Blanks Not Prepaid Scannable Test Booklet and Answer Sheet 1985 version | TX 3 706 25 | 12/20/93 |
| Strong Interest Inventory: Prepaid Profile and Professional Report Booklet and Answer Sheet | TX 3 624 646 | 6/17/93 |
| Strong Interest Inventory Profile: High School Edition Item Booklet & Answer Sheet | TX 4-471-704 | 2/12/97 |
| Strong Interest Inventory of the Strong Vocational Interest Blanks Test Booklet and Answer Sheet 1985 version | TX 3-728-362 | 12/13/93 |
| Strong Interest Inventory of the Strong Vocational Interest Blanks Not Prepaid | TX 3 706 251 | 12/20/93 |

ITEM BOOKLETS

| Title of Work | Filing # | Filing Date |
|---|-----------------|--------------------|
| Strong Interest Inventory of the Strong Vocational Interest Blanks 1985 version Test Booklet | TX 3-685-681 | 12/13/93 |
| Lista de Intereses Strong Test Booklet Form T325s | TX 3-728-360 | 12/13/93 |
| User's Guide for the Strong Vocational Interest Blanks - Strong Campbell Interest Inventory Form T325 | TX 3 642 049 | 1/12/94 |

GUIDES

| Title of Work | Filing # | Filing Date |
|--|-----------------|--------------------|
| Leader's Guide and Script: Exploring Career Options with the Strong Interest Inventory | TX 3 658 037 | 8/19/93 |
| Strong-Hansen Occupational Guide | TX 2 986 035 | 12/31/90 |
| Strong MBTI Career Development Guide | TX 3 490 280 | 1/28/93 |
| Career Development Guide for use with the Strong | TX 2 880 965 | 6/26/90 |
| Strong Interest Inventory: Professional Report Guide | TX 4-072-303 | 2/10/94 |
| Strong Interest Inventory: College major Report Guide | TX 3-582-696 | 3/31/93 |
| Strong Interest Inventory Revised User's Guide | TX 3 740 001 | 1/7/94 |

WORKBOOKS

| Title of Work | Filing # | Filing Date |
|--|-----------------|--------------------|
| Strong and MBTI Career Development Workbook | TX 3 473 011 | 1/28/93 |
| Workbook for Understanding your Strong Results | TX 3 730 792 | 2/3/94 |

MANUALS

| Title of Work | Filing # | Filing Date |
|---|--------------|-------------|
| Introduction to the Strong Interest Inventory for Career Counselors | TX 3 704 711 | 1/12/94 |
| Using the Strong in Organizations | TX 3-202-675 | 11/27/91 |
| Strong Interest Inventory Topical Reports Manual | TX 3 720 433 | 1/10/94 |
| Manual for the Strong Campbell Interest Inventory SVIB-SCII 3 rd Edition | TX 3 731 820 | 12/13/93 |

VIDEOS

| Title of Work | Filing # | Filing Date |
|--|------------|-------------|
| Video: Exploring Career Options with the Strong interest Inventory | PA 672 967 | 8/19/93 |

MISCELLANEOUS

| Title of Work | Filing # | Filing Date |
|---|--------------|-------------|
| Strong Interest Inventory Resource: Strategies for Group and Individual Interpretations in Business and Organizational Settings | TX 4-157-428 | 11/2/95 |
| College Major Exploration Sheet for the strong Interest Inventory | TX 3-634-199 | 8/19/93 |
| Strong Career Exploration Worksheet | TX 3-741-796 | 12/16/93 |
| Strong Career Finder | TX 3-685-030 | 12/16/93 |

OTHER REGISTRATIONS

| Title of Work | Filing # | Filing Date |
|---|--------------|-------------|
| Strong Interest Inventory Software for Administration | TX 3-286-096 | 1/2/91 |
| Scanning Software for HEI 185 | TX 3-286-097 | 1/2/91 |
| Strong Interest Inventory of the Strong Vocational | TX 3-624-647 | 6/17/93 |

| | | |
|---|---------------|----------|
| Interest Blanks: Booklet and Answer Sheet Prepaid Profile and Professional Report | | |
| The Strong Interest Inventory | TX 3-625-386 | 4/8/93 |
| The Strong Interest Inventory: Professional Report Guide | TX 3-665-559 | 7/8/93 |
| Strong Interest Inventory of the Strong Vocational Interest Blanks Prepaid Interpretive Report Answer Sheet | TX 3-733-427 | 12/16/93 |
| Manual for the Strong Interest Inventory: Form T325 of the Strong Vocational Interest Blanks, 4 th edition | TX 3-748-773 | 1/7/94 |
| Strong Software System 5.02 version | TX 3-750-679 | 3/7/94 |
| Strong Software System 6.0 version | TX 3-750-680- | 3/7/94 |
| Strong Interest Inventory: Applications and Technical Guide | TX 3-923-661 | 10/24/94 |

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---------------------------|----------------------------|--------------------------|
| Strong Interest Inventory | 2,150,106 | 4/14/98 |

EXHIBIT C

Trademarks

Strong Interest Inventory

See
and just

EXHIBIT D

Asset Purchase Agreement Property
(Terms defined in Asset Purchase Agreement)

1. Strong Interest Inventory® instrument
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