

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrity Interactive Corporation		02/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	1919 Pennsylvania Avenue, NW, Third Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2441255	INTEGRITY INTERACTIVE
Registration Number:	2371505	INTEGRITY INTERACTIVE
Registration Number:	2304737	INTEGRITY INTERACTIVE
Registration Number:	2912737	INTEGRITY WEBLINE
Serial Number:	78388958	CODEONE

CORRESPONDENCE DATA

Fax Number: (202)223-2085

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-861-3900

Email: dctrademarks@dlapiper.com

Correspondent Name: Thomas E. Zutic, Esq. - DLA PIPER et al

Address Line 1: 1200 Nineteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:

17295-136

900054592

TRADEMARK
REEL: 003359 FRAME: 0565

CH \$140.00 2441255

NAME OF SUBMITTER:	Thomas E. Zutic, Esq.
Signature:	/Thomas E. Zutic/
Date:	08/01/2006
<p>Total Attachments: 10</p> <p>source=Integrity#page1.tif</p> <p>source=Integrity#page2.tif</p> <p>source=Integrity#page3.tif</p> <p>source=Integrity#page4.tif</p> <p>source=Integrity#page5.tif</p> <p>source=Integrity#page6.tif</p> <p>source=Integrity#page7.tif</p> <p>source=Integrity#page8.tif</p> <p>source=Integrity#page9.tif</p> <p>source=Integrity#page10.tif</p>	

**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgment of Intellectual Property Collateral Lien (this "**Acknowledgment**") is dated as of February 3, 2006, by Integrity Interactive Corporation, a Delaware corporation (the "**Grantor**"), in favor of Allied Capital Corporation, a Maryland corporation, in its capacity as agent for the Lenders (in such capacity, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between the Grantor and the Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "**Credit Agreement**"), the Lenders have agreed to provide loans to the Grantor;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof by and between the Grantor and the Agent (the "**Security Agreement**"), the Grantor granted to the Agent, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgment in favor of the Agent, for itself and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Agent and the Lenders to enter into the Loan Documents and to make the loans thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgment shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby reaffirms its grant to the Agent, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the Lenders, and grants to the Agent, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its owned Trademarks (as defined in the Security Agreement) and any Trademark licenses to which it is a party, including those referred to on Schedule I hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;

(iii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license;

(b) all of its Copyrights (as defined in the Security Agreement) and any Copyright licenses to which it is a party, including those referred to on Schedule II hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright license; and

(c) all of its Patents (as defined in the Security Agreement) and any Patent licenses to which it is a party, including those referred to on Schedule III hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent license.

Section 3. Acknowledgment. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Agent, for itself and the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

Section 4. Governing Law. This Acknowledgment shall be governed by and construed in accordance with the internal laws and decisions of the State of Maryland, without regard to the conflict of law principles thereof.

Section 5. Counterparts. This Acknowledgment may be executed by manual or facsimile signature in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

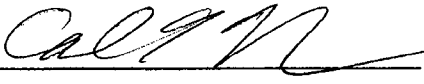
Section 6. Successor and Assigns. This Acknowledgment shall be binding upon the Grantor and its successors and assigns and shall benefit the Agent and the Agent's successors and assigns, provided, that the Grantor may not assign or transfer its rights or obligations under this Acknowledgment or any interest herein or delegate its duties hereunder without the prior written consent of the Agent.

Section 7. Amendment. This Acknowledgment may only be amended by a writing executed by the Grantor and the Agent.

{Signatures appear on the following page.}

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTEGRITY INTERACTIVE CORPORATION, as the Grantor

By: 
Name: _____
Title: _____

Accepted and Agreed:

ALLIED CAPITAL CORPORATION, as the Agent

By: _____
Name: _____
Title: _____

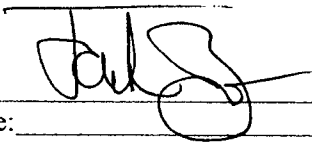
IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTEGRITY INTERACTIVE CORPORATION, as the Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

ALLIED CAPITAL CORPORATION, as the Agent

By:  _____
Name: _____
Title: _____

SCHEDULE I
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

<u>Type of Trademark</u>	<u>Jurisdiction</u>	<u>Number</u>	<u>Holder</u>	<u>Date Granted</u>	<u>Description</u>
Word Mark Class 9 Goods	United States	2441255	Integrity Interactive, Inc.	4-03-01	INTEGRITY INTERACTIVE
Word Mark Class 41- Services	United States	2371505	Integrity Interactive, Inc.	7-25-00	INTEGRITY INTERACTIVE
Word Mark Class 42 Service	United States	2304737	Integrity Interactive, Inc.	1-28-99	INTEGRITY INTERACTIVE
Word Mark Class 35- Services	United States	2912737	Integrity Interactive, Inc.	12-21-04	INTEGRITY WEBLINE
Word Mark Class 9/41/42- Goods and Services	European Community	003518801	Integrity Interactive, Inc.	6-8-05	INTEGRITY INTERACTIVE
Word Mark Classes 35 and 38 Services	European Community	003412715	Integrity Interactive, Inc.	5-17-05	WEBLINE
Word Mark Class 35 Services	European Community	003724317	Integrity Interactive, Inc.	7-18-05	INTEGRITY WEBLINE

B. TRADEMARK APPLICATIONS

<u>Type of Trademark</u>	<u>Jurisdiction</u>	<u>Number</u>	<u>Holder</u>	<u>Date Granted</u>	<u>Description</u>
Word Mark International Classes 41 and 42	United States	78/388958	Integrity Interactive, Inc.	3-23-04	CODEONE

C. TRADEMARK LICENSES

None

D. UNREGISTERED TRADEMARKS

INTEGRITY CCE

INTEGRITY CDQ

INTEGRITY ETHICSWATCH

INTEGRITY COMMUNICATE

WEBLINE

INTEGRITY WEBLINE

INTEGRITY DISCLOSURE

ETHICSWATCH

INTEGRITY BULLETIN

INTEGRITY INTERACTIVE & DESIGN

CODEONE & DESIGN

POWERED BY INTEGRITY INTERACTIVE & DESIGN

E. LIST OF URLS/DOMAIN NAMES:

codeofconduct.org
corporate-ethics.com
corporate-ethics.net
ethicswatch.net
i2c.com
i2c.net
integrityatwork.com
integrityatwork.net
integritycodeone.com
integritydemo.net
integrityinteractive.com
integrity-interactive.com
integrityinteractive.net
integrity-interactive.net
integrityline.com

integrityline.net
integritypreview.net .
integrityuser.com
integrityuser.net
integrityweb.net
integrityweblane.com
integrityweblane.net
preview-integrityatwork.net
txu-integrity.com

SCHEDULE II
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

None

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES (including Name of Agreement, Parties and Date of Agreement)

None

SCHEDULE III
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None

B. PATENT APPLICATIONS

County	Applicant	Name	Application Number
United States	Integrity Interactive, Inc.	System and Method for Providing Customized, Effective, Risk Based Ethics and Compliance Training and Information Using a Network	10/757,953

C. PATENT LICENSES

None