

05-14-1998

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 4-27-98



100711455

the attached original documents or copy thereof.

Name and address of receiving party(ies)

Name: USTRUST

Internal Address:

Street Address: 30 Court Street

City: Boston State: MA ZIP: 02108

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

To the Honorable Commissioner

Name of conveying party(ies):

Student Advantage, LLC

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

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

Nature of conveyance:

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

Execution Date: April 13, 1998

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

A. Trademark Application No.(s)

STUDENT ADVANTAGE NEXT STEPS - 75/441115

B. Trademark Registration No.(s)

STUDENT ADVANTAGE - 1,813,986

Additional numbers attached? Yes No

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

Name: David Dryer, Esq.

Internal Address:

Lucash, Gesmer & Updegrave, LLP

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 122315

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

05/11/1998 DCDATES 00000096 122315 1813986

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
03 FC:481 25.00 CH

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.

David Dryer, Esq.
Name of Person Signing
Attorney for USTRUST

Signature

4/23/98
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231
TRADEMARK
REEL: 1737 FRAME: 0462

COLLATERAL ASSIGNMENT OF SERVICE MARK

WHEREAS, STUDENT ADVANTAGE, LLC, a Delaware limited liability company with its principal place of business at 280 Summer Street, Boston, Massachusetts 02210 ("Assignor") has executed and delivered a Security Agreement dated as of April 13, 1998 (hereinafter, the "Security Agreement") to:

USTRUST
30 Court Street
Boston, Massachusetts 02108

(hereinafter, the "Bank");

WHEREAS, Assignor has adopted, used and is using and, to the best of its knowledge, is the sole owner of the entire right, title and interest in and to the service mark "STUDENT ADVANTAGE" registered in the United States Patent and Trademark Office (the "PTO") under Registration Number 1,813,986 and to the service mark "STUDENT ADVANTAGE NEXT STEPS", the subject of a pending application in the PTO under Serial Number 75/441,115 (the "Service Marks"), and Assignor is the sole owner of the entire right, title and interest in and to any and all certificates of registration issued by the PTO for the Service Marks;

WHEREAS, under the provisions of the Security Agreement, in consideration of the loan of certain funds (the "Loan") pursuant to a Loan Agreement of even date herewith among Assignor and the Bank (the "Loan Agreement"), Assignor has granted and conveyed to the Bank a security interest (the "Security Interest") in and to certain collateral including all right, title and interest of Assignor in, to and under all service marks (including without limitation, the Service Marks) at any time owned by Assignor, and the business and goodwill symbolized thereby;

WHEREAS, Assignor has agreed in the Security Agreement to execute all documents that the Bank may at any time request reasonably related to perfecting or better assuring the security interest of the Bank in the collateral, and pursuant to such provisions, the Bank has requested Assignor to execute this Assignment;

NOW, THEREFORE, for good and adequate consideration, including said Loan, receipt and sufficiency of which is hereby acknowledged, and in furtherance of the terms and conditions set forth in the Security Agreement, Assignor does hereby assign unto the Bank, its successors and assigns, the entire right, title and interest throughout the United States, its territories and all foreign countries in and to the Service Marks and the registrations thereof, as set forth above, together with the goodwill of the business symbolized by such Service Marks, and all renewals and extensions of the registrations thereof, together with all rights of action and recovery for past, present and future infringements or dilution of or damage or injury to such Service Marks or the registrations thereof, provided, however, that such assignment shall take effect only upon (i) the occurrence of an Event of Default as defined in the Loan Agreement, and (ii) written notice from the Bank to the Assignor,

