

88-82-8 P.W.

08-31-1998

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission

100810068

...ed original documents or copy thereof.

1. Name of conveying party(ies):

HTR, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

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

3. Nature of Conveyance:

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

Execution Date: August 14, 1998

2. Name and address of receiving party(ies):

Name: SAND HILL CAPITAL LLC  
Address: 3000 SAND HILL ROAD, BLDG. 2 SUITE 110  
City: MENLO PARK State: CA Zip: 94025

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 [x] No

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

B. Trademark Registration No.(s)

2,136,111  
1,790,751

Additional numbers attached? [ ] Yes [X] No

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 2

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

[ ] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

August 27, 1998  
Date

Total number of pages comprising cover sheet: [ 8 ]

08/31/1998 SSMITH 00000000 07-1907 Mail Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, DC 20231

01 FC:461 40.00 Cr  
02 FC:482 25.00 Cr

98:1111 25-0000

PA\815212.2 [HTR, INC.]  
1191271-903700  
18:14

TRADEMARK  
REEL: 1773 FRAME: 0453

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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TRADEMARK  
REEL: 1773 FRAME: 0455

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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**UOL PUBLISHING, INC.  
U.S. TRADEMARK PROPERTIES**

<u>MARK</u>	<u>REGIAPP NO.</u>	<u>OWNER</u>	<u>ATTORNEY</u>	<u>STATUS</u>
THOUGHT LEADERS		UOL Publishing, Inc.	Andrew Gray	To be filed
KNOWLEDGE WORKSHOP		UOL Publishing, Inc.	Andrew Gray	To be filed
VIRTUALCAMPUS		UOL Publishing, Inc.	Andrew Gray	Pending; awaiting serial number
VCAMPUS.COM	75/303,964	UOL Publishing, Inc.	Andrew Gray	Pending
VCAMPUS	75/284,785	UOL Publishing, Inc.	Andrew Gray	Pending
UOL PUBLISHING INC. and Design	75/276,281	UOL Publishing, Inc.	Andrew Gray	Pending
EXPERIENCE (stylized letters)	75/265,862	Ivy Software, Inc.	Ivy Software, Inc.	Published for Opposition
TAKE IT ONLINE	75/248,941	UOL Publishing, Inc.	Andrew Gray	Pending
IVY SOFTWARE and Design	75/242,449	Ivy Software, Inc.	Ivy Software, Inc.	Pending
TEST WIZARD	75/221,990	UOL Publishing, Inc.	James Wray	Pending
POINTPAGE	75/221,989	UOL Publishing, Inc.	James Wray	Pending
COURSE ARCHITECT	75/221,988	UOL Publishing, Inc.	James Wray	Published for Opposition
WEB COURSE BUILDER	75/221,984	UOL Publishing, Inc.	James Wray	Pending
COURSEWARE CONSTRUCTION SET	75/191,537	UOL Publishing, Inc.	James Wray	Pending
TEST ARCHITECT	75/191,536	UOL Publishing, Inc.	James Wray	Published for Opposition
REGISTRAR ARCHITECT	75/191,527	UOL Publishing, Inc.	James Wray	Published for Opposition
KNOWLEDGEWORKS	2,136,111	HTR, Inc.	Andrew Bridges	Registered; \$\$\$&15 due 2/10/04
UOL	2,005,148	University Online, Inc.	James Wray	Registered; \$\$\$&15 due 10/1/03

<u>MARK</u>	<u>REGIAPP NO.</u>	<u>OWNER</u>	<u>ATTORNEY</u>	<u>STATUS</u>
HOMER	2,005,147	University Online, Inc.	James Wray	Registered; §§8&15 due 10/1/03
UOL and Design	2,005,128	University Online, Inc.	James Wray	Registered; §§8&15 due 10/1/03
UNIVERSITY ONLINE	74/609,017	University Online, Inc.	James Wray	Abandoned
H+WORLD (stylized letters)	74/604,571	Cognitive Training Associates, Inc.	Dan Tucker	Notice of Allowance Issued; Statement of Use due 3/18/98
THE CHALKBOARD	1,905,873	Cognitive Training Associates, Inc.	Jack Kanz	Registered; §§8&15 due 7/18/01
VIRTUAL WORKFORCE	1,870,834	Cognitive Training Associates, Inc.	Jack Kanz	Registered; §§8&15 due 12/27/00
REENGINEERING AMERICA'S WORKFORCE	74/414,197	Cognitive Training Associates, Inc.	Jack Kanz	Abandoned
WHAT YOU THINK . . . IS OUR BUSINESS	1,820,095	Cognitive Training Associates, Inc.	Jack Kanz	Registered; §§8&15 due 2/8/00
TAP	74/229,449	Cognitive Training Associates, Inc.	Rodney Hubbard	Abandoned
HTR and Design	1,790,751	Hi-Tech Resources, Inc.	Hossein Ostad	Registered; §§8&15 due 8/31/99
TELETUTOR	1,489,142	Cooper & Associates, Inc.	James R. Cooper	Registered; Renewal due 5/24/08

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

(HTR, Inc.)

This Intellectual Property Security Agreement is entered into as of August 14, 1998 by and between SAND HILL CAPITAL, LLC ("Sand Hill") and HTR, Inc. ("Grantor").

### RECITALS

Sand Hill and UOL Publishing, Inc. are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Grantor Documents. Pursuant to the terms of that certain Unconditional Guaranty and that certain Security Agreement, each of even date herewith (the "Grantor Documents"), Grantor has granted to Sand Hill a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure performance of its obligations under the Grantor Documents, Grantor grants to Sand Hill a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). The security interest granted hereby shall terminate immediately and automatically upon satisfaction of the Obligations, as defined in the Loan Agreement.

Grantor shall register or cause to be registered on an expedited basis (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 Schedules A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered on an expedited basis 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 prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Grantor Documents. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

HTR, Inc.

8251 Greensboro Drive, Suite 500  
McLean, VA 22102

By: 


Title: CEO

Attn: Joanne O'Rourke Hindman

Address of Sand Hill:

SAND HILL CAPITAL, LLC

3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Daniel Corry

By: 

Title: C.O.O.

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