

08-31-1998

FORM PTO-1594
(Rev 5-93)



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Handwritten: 81-828 PW

To the Honorable (

100810065

he attached original documents or copy thereof.

1. Name of conveying party(ies):

UOL PUBLISHING, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

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: August 14, 1998

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

Name: IMPERIAL BANK
Address: 226 AIRPORT PARKWAY
City: SAN JOSE State: CA Zip: 95110

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

Vertical stamp: ASSIGNED TO THE U.S. PATENT AND TRADEMARK OFFICE

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

75/303,964	75/221,988	74/414,197
75/284,785	75/221,984	74/229,449
75/276,281	75/191,537	74/604,571
75/248,941	75/191,536	
75/221,990	75/191,527	
75/221,989	74/609,017	

B. Trademark Registration No.(s)

2,005,148
2,005,147
2,005,128
1,905,873
1,870,834
1,820,095

Additional numbers attached? Yes 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: 21

7. Total fee (37 CFR 3.41) \$ 540.00

- Enclosed
- 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

Handwritten Signature
Signature

August 27, 1998
Date

Total number of pages comprising cover sheet: [8]

Mail Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

08/31/1998 SSMITH 00000009 071907 75303964

01 FC:481 40.00 CH
02 FC:482 500.00 CH

Handwritten: LG-11118 LZ 907 05

PA#15210.1 [UOL PUBLISHING]
1090371-907200

TRADEMARK
REEL: 1773 FRAME: 0491

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
--------------------	---	---

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
--------------------	---	---

UOL PUBLISHING, INC.
U.S. TRADEMARK PROPERTIES

MARK	REG/APP NO.	OWNER	ATTORNEY	STATUS
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	75/284,765	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; §§8&15 due 2/10/04
UOL	2,005,148	University Online, Inc.	James Wray	Registered; §§8&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

This Intellectual Property Security Agreement is entered into as of August 14, 1998 by and between IMPERIAL BANK ("Bank") and UOL PUBLISHING, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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 right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. The security interest granted hereby shall terminate immediately and automatically upon satisfaction of the Obligations, as defined in the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 1773 FRAME: 0497

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8251 Greensboro Drive, Suite 500
McLean, VA 22102

Attn: JOANNE HODMAN

UOL PUBLISHING, INC.

By: 

Title: CEO

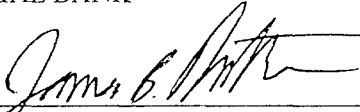
BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

By: 

Title: Senior Vice President