

08-31-1998

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Comm

100810066

ached original documents or copy thereof.

Mad 8-28-98

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: 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 No

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

Erin O'Brien
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 00000006 071907 75303964

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

58 AUG 27 PM 11:37

PA\815212.1 [UOL PUBLISHING]
1191271-903700

TRADEMARK
REEL: 1773 FRAME: 0526

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

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

UOL PUBLISHING, INC.
U.S. TRADEMARK PROPERTIES

MARK	REGIAPP 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	75/284,785	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; §§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 SAND HILL CAPITAL, LLC ("Sand Hill") and UOL PUBLISHING, INC. ("Grantor").

RECITALS

A. Sand Hill 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 Agreement by and between Sand Hill 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). Sand Hill is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Sand Hill 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 Sand Hill 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 Sand Hill 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 Sand Hill under the Loan Agreement. The rights and remedies of Sand Hill 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 Sand Hill as a matter of law or equity. Each right, power and remedy of Sand Hill 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 Sand Hill 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 Sand Hill, of any or all other rights, powers or remedies.

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: _____

UOL PUBLISHING, INC.

By: *N. Kelly*

Title: *CEO*

SAND HILL:

Address of Sand Hill:

3000 Sand Hill Road
Building 2, Suite 110
Menlo Park, CA 94025

Attn: Daniel Corry

SAND HILL CAPITAL, LLC

By: *D. Corry*

Title: *C.O.O.*