

ILS Exhibits to Intellectual Property Security Agreement

EXHIBIT C**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ILS Logo - Global Face	2,001,217	Registered 09/17/96
Ready!	75/263771	Filing Receipt 10/08/97
The Restaurant Game	75/320605	Filing Receipt 03/17/98
Radical Listening	75/351076	Applied for 06/11/98
The Cobbler: A Business Fable	75/320603	Filing Receipt 03/13/98
It's Your Business	75/320602	Filing Date 06/16/97 Filing Receipt 03/13/98
The Omega Challenge	75/320601	Filing Date 06/16/97 Filing Receipt 03/13/98

::ODMA\PCDOCS\DOCSLIB1\2068482

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 2, 1998 by and between SILICON VALLEY BANK ("Bank") and International Learning Systems, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Anderson Holdings, Inc., Anderson Soft-Teach and Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Anderson Holdings, Inc., Anderson Soft-Teach and Grantor dated October 2, 1998 (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 Anderson Holdings, Inc., Anderson Soft-Teach and Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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.

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.


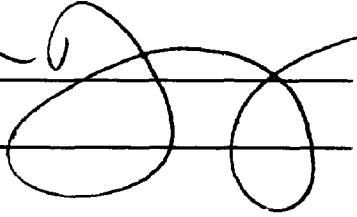
GRANTOR:

Address of Grantor:

603 Park Point Drive
Golden, CO 80401

Attn: _____

International Learning Systems, Inc.

By: 
Title: CEO 


Address of Bank:

9701 West Higgins Road
Rosemont, IL 60018

Attn: DAVID R. DAILEY

BANK:

SILICON VALLEY BANK

By: 
Title: VP

ILS Exhibits to Intellectual Property Security Agreement

EXHIBIT A**Copyrights**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Basic Skills in the Corporate Workplace		04/09/90
Adult Learning and Organizational Change		04/13/90
Customer Focused Service		04/21/90
Professional On Purpose		Date Unknown
Training Professional as Internal Consultant		06/25/90
B.E.A.M.S. - Coaching As a Way of Life		03/31/94
How Can I/We Become a Learning Organization		07/31/95
Managing For High Performance in Sales		10/30/95

::ODMA\PCDOCS\DOCSLIB1\20684612

EXHIBIT B

Patents

Description

NONE

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

NONE

Registration/
Application
Number

Registration/
Application
Date