

MRD 1/15/99

01-21-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



100946924

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name INTERACTIVE KNOWLEDGE, INC.

Execution Date
Month Day Year
01 08 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name IMPERIAL BANK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 226 Airport Parkway

Address (line 2) _____

Address (line 3) San Jose CA 95110-1024
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other California banking corporation

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/20/1999 JMATKINS 00000196 200052 75532141

01 FC:401 40.00 CH
02 FC:402 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1841 FRAME: 0627

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/532141"/>	<input type="text" value="75/582333"/>	<input type="text" value="75/537275"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Shari Pond

January 15, 1999

Name of Person Signing

Signature

Date Signed

**MORTGAGE AND GRANT OF SECURITY INTEREST
WITH RESPECT TO TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, INTERACTIVE KNOWLEDGE, INC., a Delaware corporation (the "Debtor" or "Borrower"), having an office located at 1033 Walnut Street, Suite 200, Boulder Colorado 80302, does hereby irrevocably mortgage, pledge and grant a continuing security interest to IMPERIAL BANK, a California banking corporation (the "Secured Party" or "Bank") having an office located at 226 Airport Parkway, San Jose, California 95110-1024, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof, and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") in connection with the credit facility made pursuant to the terms of (i) that certain Commercial Security Agreement dated October 7, 1998, by and between Debtor and Secured Party, (ii) Credit Terms and Conditions, dated October 7, 1998, by and between Debtor and Secured Party, (iii) Promissory Note, dated October 7, 1998, of Debtor in favor of Secured Party in the initial principal amount of \$750,000; and (iv) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, supplemented and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations is also secured by all other personal property of the Debtor.

This Mortgage and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank in its good-faith judgment believes infringes any right of the Debtor or any right of the Bank in the Trademarks to the extent herein provided, then the Bank may and shall have the right to request the Debtor in writing to take such reasonable steps and institute such reasonable suits or proceedings as the Bank may in its good-faith judgment deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper in the Bank's good-faith judgment for the full protection of the rights of the parties and if Debtor fails to take any such actions on a timely basis, then Bank may do so; provided, that the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings, to the extent permitted, in its own name or in the name of the Debtor or in the names of the parties jointly, but the Bank shall keep Debtor fully informed of all such matters.


Upon the indefeasible satisfaction in full of all of the Obligations, the Bank shall take, at the sole cost and expense of the Debtor, all reasonably necessary actions to release this Mortgage and Grant of Security Interest.

This Mortgage and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 8th day of January, 1999.

INTERACTIVE KNOWLEDGE, INC.
a Delaware corporation

By: _____


F. Clark Ellis

Its Vice President, Chief Financial Officer

SCHEDULE A

DEBTOR: INTERACTIVE KNOWLEDGE, INC.,
A DELAWARE CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

<u>Name of Trademark</u>	<u>Date of Registration or Filing</u>	<u>Registration/Serial Number</u>
I-Know	8/6/98	75/531,141
Knowledge Station	11/3/98	75/581,333
NetLibrary	8/17/98	75/531,275

ALL-PURPOSE ACKNOWLEDGMENT

State of Colorado)
County of Boulder)

On January 14, 1999 before me Joyce A. Ayres
DATE
personally appeared F. Clark Ellis
NAME(S) OF SIGNER(S)

**CAPACITY CLAIMED
BY SIGNER**

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) VP, Chief Financial Officer
TITLE(S) Officer
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER

personally known to me **-OR-**
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Witness my hand and official seal.

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Interactive Knowledge, Inc

Joyce A. Ayres
SIGNATURE OF NOTARY
my Commission Expires
1-11-2002

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

FILE OR TYPE OF DOCUMENT: Mortgage and Grant of Security Interest With Respect to Trademark

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES: _____ DATE OF DOCUMENT: _____

SIGNER(S) OTHER THAN NAMED ABOVE: xxx