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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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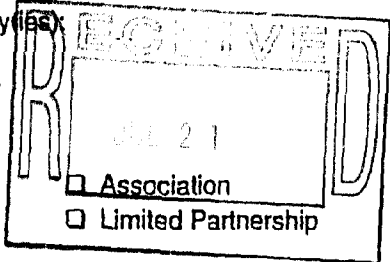
Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies)

LEARNCOM, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other



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

3. Nature of conveyance:

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

Execution Date: 6/30/99

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- 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 patent number(s):

A. Trademark Application No.(s)

SEE EXHIBIT "C" ATTACHED

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

SILICON VALLEY BANK

Name: _____

Internal Address: ATTN: LOAN DOC GROUP

NC # 816

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490 -

Enclosed e/c 8018

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/22/1999 MTHAI1 00000299 75685171

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 Statement and signature. 450.00 DP

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.

Maquelin Le
Name of Person Signing

[Signature]
Signature

7/9/99
Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001932 FRAME: 0695

EXHIBIT C

Trademarks

Trademark	Description	Registration/ Application Number	Registration/A pplication Date
gForce Systems	computer software for learning delivery and management purposes	75/685171	05-09-1999 23:32:34 EDT
gforce.com	computer software for learning portals, delivery, and management purposes	75/705486	06-09-1999 21:10:17 EDT
eLearn Central	computer software for learning portals, delivery, and management purposes	75/705474	06-09-1999 18:46:48 EDT
eLearnCentral Server	computer software for publishing, managing and delivering training using a web interface	75/720467	06-29-1999 23:50:40 EDT
eLearnAssistant	computer software for publishing, managing and delivering training using a web interface	75/720468	06-29-1999 23:54:20 EDT
eLearn Author	computer software for learning portals, delivery, and management purposes	75/705483	06-09-1999 20:14:54 EDT
eLearn Publisher	computer software for learning portals, delivery, and management purposes	75/705476	06-09-1999 18:54:07 EDT
eLearnPublisher	computer software for publishing, managing and delivering training using a web interface	75/720469	06-29-1999 23:57:19 EDT
eLearnManager	computer software for publishing, managing and delivering training using a web interface	75/720470	06-30-1999 00:00:59 EDT
eLearnExpert	computer software for publishing, managing and delivering training using a web interface	75/720471	06-30-1999 00:04:29 EDT
eLearnDashboard	computer software for publishing, managing and delivering training using a web interface	75/720472	06-30-1999 00:08:03 EDT
eLearnUniversity	computer software for publishing, managing and delivering training using a web interface	75/720473	06-30-1999 00:11:54 EDT
eLearn Portal	computer software for learning delivery and management purposes	75/685175	05-09-1999 23:57:06 EDT
Learning Portal	computer software for learning delivery and management purposes	75/685173	05-09-1999 23:39:42 EDT
	computer software for learning portals, delivery, and management purposes	75/705487	06-09-1999 21:23:47 EDT
	computer software for publishing, managing and delivering training using a web interface	75/720475	06-30-1999 00:14:39 EDT
Dynamic Learning Paths	computer software for publishing, managing and delivering training using a web interface	75/720476	06-30-1999 00:18:24 EDT
gForce Jumpstart	computer software for publishing, managing and delivering training using a web interface	75/720477	06-30-1999 00:23:02 EDT
gForce Alliance	computer software for publishing, managing and delivering training using a web interface	75/720478	06-30-1999 00:26:13 EDT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 1999 by and between SILICON VALLEY BANK ("Bank") and LEARNCOM, 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 June 30, 1999 (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, 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, other than the Intel Transaction, (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.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights to the extent that (i) the granting of a security interest in it would be contrary to applicable law or (ii) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including without limitation, Section 9318(4) of the Code) without the consent of the licensor or other party (but only to the extent such consent has been obtained).

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.

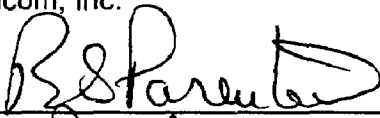
GRANTOR:

Address of Grantor:

1054 S. De Anza Boulevard
San Jose, CA 95129

Attn: Rich Parenteau

Learncom, Inc.

By: 

Title: President

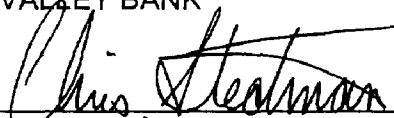
BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Chris Steadman

SILICON VALLEY BANK

By: 

Title: AVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None Filed

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None Filed

EXHIBIT C

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Trademark	Description	Registration/ Application Number	Registration/A pplication Date
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gForce Alliance	computer software for publishing, managing and delivering training using a web interface	75/720478	06-30-1999 00:26:13 EDT

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Not applicable