

MD 7-30-99

08-03-1999

Patents 7-30-99 Tr  
 Trademarks Pl



1 Trademarks:  
r copy thereof.

1. Name of Party(ies) conveying a

101108472

1 Address of Party(ies) receiving an interest:

Store of Knowledge Inc.  
16069 Shoemaker Avenue  
Cerritos, California 90703

Name: Fleet Capital Corporation  
Internal Address: Attention: Loan Administration Manager  
Street Address: 15260 Ventura Boulevard, Suite 400  
City: Sherman Oaks  
State: California Zip: 91403

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Delaware  
 Other \_\_\_\_\_

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Rhode Island  
 Other \_\_\_\_\_  
Citizenship \_\_\_\_\_

If not domiciled in the United States, a domestic representative designation is attached:  
 Yes  
 No

3. Interest Conveyed:  
 Assignment  Association  
 Security Agreement  Limited Partnership  
 Other \_\_\_\_\_  
Execution Date: As of May 20, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:  Yes  No

( 1,897,867; 1,846,045; 75/638730; 75/616374 )

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Federal Research Corporation  
Internal Address: Suite 101  
Street Address: 400 Seventh Street, N.W.  
City: Washington  
State: District of Columbia Zip: 20004

6. Number of applications, patents, or registrations involved:  
4

7. Amount of fee enclosed or authorized to be charged:  
\$115.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document As of May 20, 1999

10. 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 documents.

July 28, 1999  
Date

Signature

Wesley E. Odom

Name of Person Signing

6

08/02/1999 DMSUYEN 00000180 1897867

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 20, 1999 is executed by Store of Knowledge Inc., a Delaware corporation ("Grantor"), in favor of Fleet Capital Corporation ("Lender").

- A. Pursuant to a Loan and Security Agreement dated as of May 20, 1999 (the "Loan Agreement"), among Grantor, SOK Operations, Inc., KTCA 2 Store of Knowledge Co. and Lender, Lender has extended or agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein;
- B. Grantor has adopted, used and is using certain trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");
- C. Grantor has entered into a Trademark Security Agreement dated the date hereof (the "Security Agreement") in favor of Lender (terms used herein and not defined herein shall have the meanings ascribed to them in the Security Agreement); and
- D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is: 15260 Ventura Boulevard, Suite 400  
Sherman Oaks, California 91403

IN WITNESS WHEREOF, Grantor has caused this Assignment to be executed as of the day and year first above written.

STORE OF KNOWLEDGE INC.

By: Richard F. Curtis  
Name: Richard F. Curtis  
Title: Pres. CEO

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On May 20, 1999 before me, Wesley E. Odom, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard F. Curtis  
Name(s) of Signer(s)

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.

Wesley E. Odom  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. Filed</u>	<u>Reg. No.</u>
Store of Knowledge	United States Patent and Trademark Office	06/06/95	1,897,867
Store of Knowledge	United States Patent and Trademark Office	07/19/94	1,846,045
Store of Knowledge <b>(Pending)</b>	Canadian Trade Marks Office	08/28/97	0854,717

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Serial No.</u>
Professor Know (Class 9)	United States Patent and Trademark Office	02/11/99	75/638730
Profession Know (Class 28)	United States Patent and Trademark Office	01/06/99	75/616374

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RECORDED: 07/30/1999

TRADEMARK  
REEL: 001937 FRAME: 0495