

08-01-2000

FORM PTO-
1-31-92



FR SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7.10.05

101419404

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Human Code, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: June 23, 2000</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) 1857081 1862359 2120192 2174054 75871245 75871247 7581246 2025347 2045457 2017034 2104437	B. Trademark Registration No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41):\$ 290.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p> <p>DO NOT USE THIS SPACE</p> <p>07/31/2000 DNGUYEN 00000263 1857081 01 FC:481 40.00 OP 02 FC:482 250.00 OP</p>
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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.

JOSEPHINE CARINO
Name of Person Signing

Josephine M. Carino
Signature

6/26/00
Date

Total number of pages comprising cover sheet: **6**

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002112 FRAME: 0483

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated June 23, 2000, is between **SILICON VALLEY BANK** ("Bank") and **HUMAN CODE, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

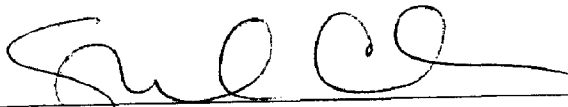
B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

SILICON VALLEY BANK

By: 
Name: Sheila Colson
Title: VP

**GRANTOR:
HUMAN CODE, INC.**

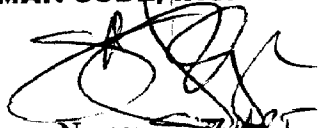
By: 
Name: STUART GOETZ
Title: VP, FINANCE

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Human Code	1857081	October 4, 1994
Human Code Name and Logo	1862359	November 15, 1994
CD Factory	2120192	December 9, 1997
Xtranet	2174054	July 14, 1998
Learn work Play	Serial No. 75871245	December 15, 1999
Learning Code	Serial No. 75871247	December 15, 1999
Interactive Odyssey	Serial No. 7581246	December 15, 1999
Presage	2025347	December 24, 1996
Presage	2045457	July 20, 1995
Eye Symbol	2017034	August 27, 1996
Top Drawer Productions	2104437	October 7, 1997

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE