



To the Honorable Commissioner of:

101602303

ed original documents or copy thereof.

1. Name of conveying party(ies):

Columbia Assessment Services, Inc.

1-23-01

- Individual
- General Partnership
- Corporation-State: North Carolina
- Other

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

2. Name and address of receiving party(ies):

Capital Bank  
4901 Glenwood Avenue  
Raleigh, North Carolina 27612

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State North Carolina
- 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

3. Nature of conveyance:

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

Execution Date: December 14, 2000

4. Application number(s) or registration number(s)

A. Trademark Application No(s):  
75/700,787

B. Trademark Registration No(s):  
1,801,250

Additional numbers attached?  Yes  No

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

DeLisa Alexander, Esq.  
Kilpatrick Stockton LLP  
3737 Glenwood Avenue, Suite 400  
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 16-1435

DO NOT USE THIS SPACE

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.

DeLisa Alexander  
Name of Person Signing

DeLisa K. Alexander  
Signature

January 19, 2001  
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/31/2001 6TON11 00000249 75700787  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

## EXHIBIT A

### SECURITY

**SECURITY INTEREST:** Columbia Assessment Services, Inc. ("Debtor") grants a security interest to Capital Bank in all of the property described below (the "Property") that is now owned by Debtor and that Debtor may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

- Inventory: All inventory which Debtor holds for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which Debtor provides to Secured Party will also be included in the secured property, but such a list is not necessary for a valid security interest in Debtor's equipment.
- Farm Products: All farm products including, but not limited to:
  - (a) all poultry and livestock and their young, along with their products, produce and replacements;
  - (b) all crops, annual or perennial, and all products of the crops; and
  - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights Debtor now has and that Debtor may have in the future to the payment of money including, but not limited to:
  - (a) payment for goods and other property sold or leased or for services rendered, whether or not Debtor has earned such payment by performance; and
  - (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which Debtor may have by law or agreement against any account debtor or obligor of Debtor's.

- General Intangibles: All general intangibles, including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Debtor's name.

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which Debtor now has and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes but is not limited to the intellectual property listed in Attachment 1 hereto; provided with respect to any trademarks that are the subject of an application before the U.S. Patent and Trademark Office, filed as Intent to Use applications for which a Statement of Use or Amendment to Allege Use have not been filed and accepted, this grant of a security interest shall not be effective until the acceptance of such Statement of Use or Amendment to allege use occurs, such that an abandonment of said applications will not result from this grant of the security interest therein. This qualification with respect to such application will not affect the security interest in the trademarks effective as of the date hereof.

Attachment 1

Intellectual Property

A. Trade/Service Marks

<u>Marks</u>	<u>Reg.Ser.No.</u>	<u>Issue/Filing Date</u>
Columbia Assessment Services, Inc. & Design	1,801,250	Oct. 26, 1993
CAS & Design	75/700,787	May 7, 1999
Castleworldwide.com	76/053,177	May 22, 2000
Castlelearning.com	76/053,178	May 22, 2000
CASTLE	76/053,179	May 22, 2000
CASlearn.com	76/062,925	May 19, 2000
Testntrain.com	76/062,926	May 19, 2000

**CASTLE logo:**

