

RECORD

02-06-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101605170

Tab settings == &gt; 1-30 01 &gt;

To the Honorable Commissioner of Patents and

Original documents or copy thereof.

## 1. Name of conveying party(ies):

Plato, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State DE  
☐ Other \_\_\_\_\_

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

## 2. Nature of conveyance:

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

Execution Date: December 27, 2000

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

Name: General Electric Capital Corporation, as agent

Internal Address: \_\_\_\_\_

Street Address: 10 S. LaSalle

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State NY  
☐ 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

## Application number(s) or patent number(s):

## A. Trademark Application No.(s)

02/02/2001 6TON11 00000178 1156344

01 FC:481  
02 FC:48240.00 OP  
75.00 OPAdditional numbers attached? ☒ Yes ☐ No

## B. Trademark Registration No.(s)

JAN 30 2001

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

Name: Laura Konrath

Internal Address: Winston &amp; Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

## 6. Total number of applications and registrations involved: \_\_\_\_\_

4

## 7. Total fee (37 CFR 3.41).....\$ 115.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

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

DO NOT USE THIS SPACE

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.

Laura Konrath

Laura Konrath, Esq.

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK  
REEL: 002230 FRAME: 0736

SCHEDULE I to Security Agreement  
and  
Attachment I to Agreement (Trademark)

Continuation  
Item 4

Item A. Trademark Registrations

1. Plato, Inc.'s Material Trademarks

Country	Mark	Registration Number	Registration Date	Goods/Services
United States	DESIGN (Outline of a man's face with beard)	1,156,344	06/02/81	Newsletters, workbooks and user's manuals and guides, all relating to general education and vocational training; educational and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	PLATO	1,090,872	05/09/78	Textbooks, workbooks and user's manuals and guides, all relating to general education and vocational training.
United States	PLATO	1,098,369	08/01/78	Education and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	PLATO	1,022,888	10/14/75	Computer based teaching system for presenting instructional material to students at the same time monitoring and evaluating their performance.

**AGREEMENT  
(Trademark)**

**THIS AGREEMENT (TRADEMARK)**, dated as of December 27, 2000 (this "Agreement"), among **PLATO, INC. (f/k/a THE ROACH ORGANIZATION, INC.)**, a Delaware corporation ("Plato"), **PLATO LEARNING (CANADA), INC. (f/k/a TRO LEARNING (CANADA), INC.)**, a Canadian corporation ("Plato Canada"), **CYBERED, INC.**, a Nevada corporation ("CyberEd"; Plato, Plato Canada and CyberEd are hereinafter referred to individually as a "Grantor" and collectively "Grantors"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation (together with its successors and assigns, "Lender").

W I T N E S S E T H:

**WHEREAS**, pursuant to a Secured Credit Agreement dated as of February 26, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Secured Credit Agreement"), among Grantors and **First Source Financial LLP, an Illinois limited liability partnership ("FSF")**, FSF has extended Commitments to make Loans and other extensions of credit to Grantors;

**WHEREAS**, in connection with the Secured Credit Agreement, Grantors have executed and delivered to FSF a Security Agreement, dated as of February 26, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, pursuant to an Assignment and Assumption Agreement dated as of December 27 2000 and an Omnibus Acknowledgment and Agreement dated as of the date hereof, FSF has assigned its rights and obligations under the Secured Credit Agreement and the Security Agreement to Lender and Grantors have agreed to execute this Agreement to evidence such assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Grantors agree, for the benefit of Lender, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, each Grantor does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property of such Grantor (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item A of Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B of Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a) and (b)**;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a) and (b)**; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A and Item B of Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by Grantors for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Grantors' expense, execute and deliver to Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** Grantors do hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


**Address:**

c/o Plato Learning, Inc.  
10801 Nesbitt Avenue South  
Bloomington, Minnesota 55437  
Telecopy: ~~052~~ 832-1208  
Telephone: ~~(452)~~ 832-1000

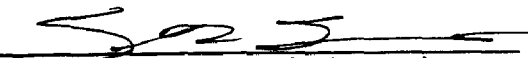
**PLATO, INC. (f/k/a THE ROACH ORGANIZATION, INC.),**  
a Delaware corporation

By:   
Steven R. Schuster  
Vice President

**PLATO LEARNING (CANADA), INC.**  
(f/k/a TRO LEARNING (CANADA), INC.),  
a Canadian corporation

By:   
Steven R. Schuster  
Vice President


**CYBERED, INC.,**  
a Nevada corporation

By:   
Name: Steven R. Schuster  
Title: Secretary

**Address:**

c/o General Electric Capital Corporation  
10 South LaSalle Street  
Suite 2700  
Chicago, IL 60603  
Telecopy: (312) 419-5964  
Telephone: (312) 419-5977

**GENERAL ELECTRIC CAPITAL CORPORATION,** a New York corporation

By:   
Name: MICHAEL FINE  
Title: Duly Authorized Signatory

Signature Page to  
Trademark Agreement

**TRADEMARK**  
REEL: 002230 FRAME: 0741

STATE OF MINNESOTA     )  
                                      )  
COUNTY OF Hennepin     )  
                                      )     SS.

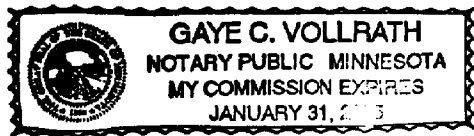
I, Gaye C Vollrath, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Steven R. Schuster, personally known to me to be Vice President of PLATO, INC. (f/k/a THE ROACH ORGANIZATION, INC.) a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of December, 2000.

Gaye C Vollrath  
Notary Public

My Commission Expires:

1/31/05



Signature Page to  
Trademark Agreement

TRADEMARK  
REEL: 002230 FRAME: 0742

STATE OF MINNESOTA )

COUNTY OF Hennepin)

SS.

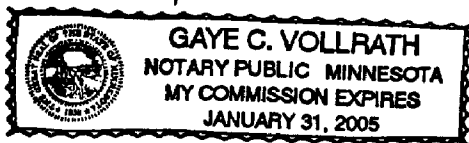
I, Gaye C Vollrath, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Steven R. Schuster, personally known to me to be Vice President of PLATO LEARNING (CANADA), INC. (f/k/a TRO LEARNING (CANADA), INC.) a Canadian corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of December 2000.

Gaye C Vollrath  
Notary Public

My Commission Expires:

1/31/05



Signature Page to  
Trademark Agreement

TRADEMARK  
REEL: 002230 FRAME: 0743



STATE OF MINNESOTA     )  
                                      )  
COUNTY OF Hennepin     )     SS.

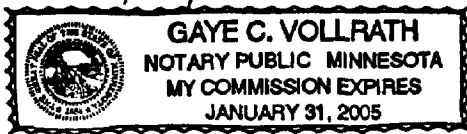
I, Gaye C Vollrath, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that David Schuch personally known to me to be VP/Secy of CYBERED, INC., a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of December, 2000.

Gaye C Vollrath  
Notary Public

My Commission Expires:

1/31/05



Signature Page to  
Trademark Agreement

TRADEMARK  
REEL: 002230 FRAME: 0744

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )       SS.

I, Sharon Moy, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Michael Fine, personally known to me to be the Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of December, 2000.

Sharon Moy  
Notary Public

My Commission Expires:



Signature Page to  
Trademark Agreement

**SCHEDULE I to Security Agreement  
and  
Attachment I to Agreement (Trademark)**

**Item A. Trademark Registrations**

**1. Plato, Inc.'s Material Trademarks**

Country	Mark	Registration Number	Registration Date	Goods/Services
United States	<i>DESIGN (Outline of a man's face with beard)</i>	1,156,344	06/02/81	Newsletters, workbooks and user's manuals and guides, all relating to general education and vocational training; educational and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	<i>PLATO</i>	1,090,872	05/09/78	Textbooks, workbooks and user's manuals and guides, all relating to general education and vocational training.
United States	<i>PLATO</i>	1,098,369	08/01/78	Education and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	<i>PLATO</i>	1,022,888	10/14/75	Computer based teaching system for presenting instructional material to students at the same time monitoring and evaluating their performance.

Canada	<i>PLATO</i>	TMA247944	07/11/95	Computers; multiplexes; computer and computer display terminal; and textbooks, workbooks and user's manuals and guides relating to general education and vocational training; and training others in the design and adaptation of games and academic, vocational and recreational courses to computer based systems.
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2. CyberEd Corporation's Trademarks

Country	Mark	Registration Number	Registration Date	Goods/Services
United States	<i>CYBERED</i>	2,351,383		Educational services in the nature of courses at the university level, namely, providing on-line courses of instruction at the college and post-graduate level via a global computer network to students around the world through the University of Massachusetts Lowell and University of Massachusetts Dartmouth Continuing Education and Corporate Education Program
United States	<i>FUTURE EDUCATION TODAY</i>	2,351,384	05/23/00	Computer software used for education featuring instruction in scientific subjects, and manuals sold as a unit.

3. Pending Trademark Applications

Grantors do not have any pending trademark applications.

**Item B. Trademark Licenses**

None of the Grantors are a licensee or a licensor of any trademarks.