

04-23-2001



CORDINATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101683152

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

1. Name of conveying party(ies):
Smarthinking, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

*MTCJ
4.2.01*

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*
 Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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: *2/12/01*

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
75/925350
75/925348
75/925347
B. Trademark Registration No.(s)
75/767,390
75/767,375
Additional numbers attached? Yes No

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*

6. Total number of applications and registrations involved: *5*
7. Total fee (37 CFR 3.41):s *140.⁰⁰*
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Joanna Tucha
Name of Person Signing
[Signature]
Signature
3/15/01
Date

Total number of pages comprising cover sheet: *10*

OMB No 3651-0011 (exp 4-94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 12, 2001 by and between SILICON VALLEY BANK ("Bank") and SMARTHINKING, INC., a Delaware corporation ("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 of even date herewith (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 and Patents 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 (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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.

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

TRADEMARK

REEL: 002277 FRAME: 0620

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:

1819 H Street, N.W.

Suite ~~500~~ 810

Washington, D.C. 20006

Attn: CHRISTOPHER CERGEN

SMARTHINKING, INC.

By: 

Title: PRESIDENT / CHAIRMAN & CO-FOUNDER

BANK:

SILICON VALLEY BANK

Address of Bank:

11600 Sunrise Valley Drive

Suite 400

Reston, Virginia 20191

Attn: Shawn Gozman

By: _____

Name:

Title:

SILICON VALLEY BANK

By: _____

Name:

Title:

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:
1819 H Street, N.W.
Suite 500
Washington, D.C. 20006
Attn: _____

SMARTHINKING, INC.

By: _____
Title: _____

BANK:

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Shawn Goozman

SILICON VALLEY BANK

By: Garfield T. Antonio
Name: GARFIELD T. ANTONIO
Title: Vice President

SILICON VALLEY BANK

By: _____
Name:
Title:

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:

SMARTHINKING, INC.

Address of Grantor:
1819 H Street, N.W.
Suite 800 B1C
Washington, D.C. 20006
Attn: CHRISTOPHER CLEGG

By: [Signature]
Title: PRESIDENT / CHAIRMAN & CO-FOUNDER

BANK:

SILICON VALLEY BANK

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Shawn Goozman

By: _____
Name:
Title:

SILICON VALLEY BANK

By: [Signature]
Name: Maggie Garcia
Title: Loan Admin. Team Leader

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/Service Marks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
A NEW SCHOOL OF THOUGHT ONLINE	75/925350	08/09/00
IT'S HOW YOU KNOW	75/925348	08/07/00
E-STRUCTOR	75/925347	Pending PTO approval 08/01/00
SMARTHINKING.COM	75/767,390	Pending PTO approval 08/07/00
SMARTHINKING	75/767,375	Pending PTO approval 11/22/00

EXHIBIT D

Domain Names

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Smarthinking.org	NA	Thru 06/28/01
Smarthinking.net	NA	Thru 06/28/02
Smarthinking.com	NA	Thru 06/28/03

EXHIBIT E

Patent Rights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Links System third party software annual license		Annual license & Royalty
Oracle third party software		Two year renewable license

NONE