

06-14-2001

FORM PTO-1594 RECD
1-31-92



EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101749345

ed original documents or copy thereof.

1. Name of conveying party(ies):
UNext.com LLC **6-11-01**
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Delaware
 Other:

Name and address of receiving party(ies):
Thomson Ventures U.S. LLC
One Station Place
Stamford, CT 06902
United States
 Individual(s) citizenship: _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation: Delaware
 Other:

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

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: Trademark Security Agreement

Execution Date: April 17, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):
75/706,776 75/904,763 76/061,344
75/706,569 76/061,346 76/118,274
75/906,432 76/061,160 76,119/449
Additional numbers attached? Yes No

B. Trademark Registration No.(s):
2,427,868
2,423,524

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George N. Chaclas, Esq.
Internal Address: Cummings & Lockwood
Street Address: Granite Square, 700 State Street
Post Office Box 1960
City: New Haven State: Connecticut Zip: 06509-1960
06/13/2001 GTON11 00000214 75706776

6. Total number of applications and registrations involved: [11]
7. Total fee (37 CFR 3.41): \$290.00
 Enclosed - check no. 123717
 Any deficiencies authorized to be charged to deposit account
8. Deposit account number: 11-0231
(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.
Signature: George Chaclas June 6, 2001
George N. Chaclas, Reg. No. 46,608
Total number of pages including cover sheet and attachments: [6]

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.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2001, by UNext.com LLC, a Delaware limited liability company ("**Grantor**"), in favor of Thomson Ventures U.S. LLC, a Delaware limited liability company ("**Lender**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between UNext.com Inc., a Delaware corporation (the "**Borrower**"), and the Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lender has agreed to make a convertible loan available to the Borrower;

WHEREAS, Lender is willing to make such loan available as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain (i) Guaranty dated on or about the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "**Guaranty**") and (ii) Security Agreement dated on or about the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, in order to induce Lender to enter into the Credit Agreement and the other Loan Documents and as a condition precedent thereto, Lender requires that Grantor shall have executed and delivered this Trademark Security Agreement to secure its obligations to Lender, in respect of the Guaranty and the Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or

renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"**Trademark License**" means rights under any written agreement now owned or hereafter acquired by any Credit Party granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; provided, that Trademark Collateral shall not include any such property where the grant of a security interest therein by Grantor is prohibited by applicable law or by the terms of any contract, agreement, instrument or indenture granting and/or governing such Trademark Collateral ("**Applicable Agreement**") without the consent of any other party thereto or would give any other party to any such Applicable Agreement the right to terminate its obligations or Grantor's rights thereunder unless, in any such case, all necessary consents to such grant of a security interest have been obtained from the other parties thereto; provided further, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest in any account or any money or other amounts due or to become due under any such Applicable Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between Grantor

and Lender hereunder, whether in contract, tort, equity or otherwise, shall be governed by the laws of the State of Connecticut.

DE 5-

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNext.com LLC

By: *Patrick J. Keating*
Name: *PATRICK J. KEATING*
Title: *VP + CEO*

ACCEPTED AND ACKNOWLEDGED BY:
Thomson Ventures U.S. LLC

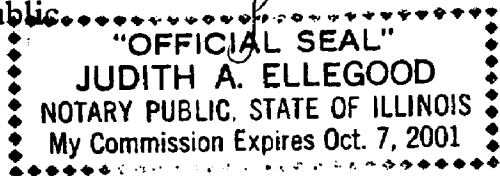
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF *ILLINOIS*)
COUNTY OF *COOK*) ss.

On this *17th* day of April , 2001 before me personally appeared *PATRICK J. KEATING*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of UNext.com LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Judith A. Ellegood
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration No.	Date
UNEXT.COM	2,427,868	2/13/01
ECREATE YOURSELF	2,423,524	1/23/01

TRADEMARK APPLICATIONS

Mark	Serial No.	Date
CARDEAN UNIVERSITY	75/706776	05/14/99
CARDEAN	75/706569	05/14/99
MYCARDEAN	75/906432	01/28/00
DELIVERING THE POWER OF KNOWLEDGE	75/904763	01/28/00
CARDEAN WAY	76/061346	06/01/00
PREMBA & DESIGN	76/061160	06/01/00
UNEXT.COM DESIGN	76/061344	06/01/00
CARDEAN UNIVERSITY C AND DESIGN	76/118274	08/28/00
CARDEAN UNIVERSITY C AND DESIGN	76/119449	08/30/00

TRADEMARK LICENSES

None

.StmLib1:880226.4 04/18/01