

03-12-2002

3 SHEET

U.S. DEPARTMENT OF Patent and Trademark

Y 3-2-02



102012359

Tab settings

To the Honorable Commissioner of Patents and Trademarks

the attached original documents or copy thereof.

1. Name of conveying party(ies): Dodi Ventures, LLC

11.29.01

2. Name and address of receiving party(ies)

Goreader, Inc.

Internal Address:

Street Address : 1 North Dearborn Street

City: Chicago State: IL Zip: 60602

Individual(s) citizenship Association

General Partnership Limited Partnership Corporation State Illinois

Other

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

- Individual(s) Association
General Partnership Limited Partnership
Corporation State
Other Limited liability company

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

3. Nature of conveyance:

- Assignment Merger
X Security Agreement Change of Name
Other

Execution Date: July 5, 2001

4. Application number(s) or trademark

A. Trademark Application No.(s) - See the attached -

B. Trademark Registration - See the attached -

Additional numbers attached? Yes

75919181

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Semet St NW

City: Washington State ZIP: 20004

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
Authorized to be charged to deposit

8. Deposit account number:

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

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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 of the original document.

Terese M. Scholl Name of Person

Judy Crowder Signature

11/13/01 Date

12

Total number of pages including cover sheet, attachments, and

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

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF JULY 5, 2001**

TRADEMARKS AND SERVICE MARKS

TRADEMARK AND SERVICE MARK APPLICATIONS

1. GOREADER (image), Serial Number 75919181, filed February 15, 2000
2. GOREADER (image), Serial Number 76134662, filed September 25, 2000
3. Patent: "Method, Apparatus and System for Manipulation of Electronic Content"
International Patent application number PCT/S01/17134, prior art date of 05/24/00

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of July 5, 2001, made by **GOREADER, INC.**, an Illinois corporation (“**Grantor**”), in favor of **DODI VENTURES, LLC**, an Illinois limited liability company (“**Grantee**”).

WITNESSETH:

WHEREAS, pursuant to that certain Promissory Note (Secured) of even date herewith (such Promissory Note (Secured), as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the “**Note**”) and issued by Grantor to Grantee, Grantee has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement (General) of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), pursuant to which Grantor has granted a continuing security interest in and to all of its assets to Grantee for Grantee’s benefit; and

WHEREAS, Grantee has required, as a condition, among others, to the making of any such loans or other extensions of credit, that Grantor execute and deliver this Agreement to Grantee for its benefit;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Note shall have the meaning specified for such term in the Note. Unless otherwise defined herein or in the Note, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of all Secured Obligations, and to induce Grantee to make the loans and other extensions of credit provided for in the Note and the other Secured Notes in accordance with the respective terms thereof, Grantor hereby grants to Grantee for its benefit a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"); and

(c) all proceeds of all the foregoing.

5. **Restrictions on Future Agreements.** Grantor will not, without Grantee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, except for those license agreements which Grantor enters into for the purpose of protecting or maintaining the validity or enforcement of the rights granted to Grantee under this Agreement, and Grantor further agrees that it will not take any

action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Grantee under this Agreement.

6. **New Trademarks and Licenses.** Grantor represents and warrants that, as of the date hereof, (a) the Trademarks listed on **Schedule A** include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens thereon have been granted by Grantor to any person other than Grantee. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, (ii) become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of **paragraph 4** above shall automatically apply thereto. Grantor shall give to Grantee written notice of events described in **clauses (i), (ii) and (iii)** of the preceding sentence promptly after the occurrence thereof. Grantor hereby undertakes to modify and update (i) **Schedule A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications and (ii) **Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under **paragraph 4** above or under this **paragraph 6**. Grantor hereby authorizes Grantee to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on **Schedule A** or **B** thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Grantor hereby agrees that the use by Grantee of the Trademarks and Licenses as authorized hereunder in connection with Grantee's exercise of its rights and remedies under **paragraph 15** of this Agreement or pursuant to **Section 10** of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Grantee to Grantor.

8. **Right to Inspect; Further Assignments and Security Interests.** Grantee may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; **provided, that** in conducting such inspections and examinations, Grantee shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such reasonable additional product quality controls as Grantee or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and

Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Grantee, (ii) to maintain the quality of such products as of the date hereof, and (iii) except in accordance with the Grantor's commercially reasonable business judgment not to change the quality of such products in any material respect without Grantee's prior and express written consent.

9. Nature and Continuation of Grantee's Security Interest; Termination of Grantee's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been indefeasibly paid and satisfied in full in cash and the other Security Agreements and the Secured Notes have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Grantee shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as Grantor may deem necessary or proper to terminate Grantee's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Grantee pursuant to this Agreement or the Security Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks that are necessary in the operation of Grantor's business. Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of Grantee, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantee shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Grantee shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Secured Obligations secured hereby.

11. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents reasonably required by Grantee in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Grantee for all reasonable costs and expenses incurred by Grantee in the exercise of its rights under this **paragraph 11** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Grantee).

12. Waivers. Failure by Grantee at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish

any right of Grantee thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Grantee have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Grantee unless such suspension or waiver is in writing signed by an officer of Grantee and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Grantee (and all persons designated by Grantee in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Grantee and any of Grantee's designees, in Grantor's or Grantee's name, upon the occurrence and during the continuance of an Event of Default and the giving by Grantee of notice to Grantor of Grantee's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Grantee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Grantee deems in its best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been indefeasibly paid and satisfied in full in cash and the Security Agreements and the Secured Notes shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the other Security Agreements and the Secured Notes, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction from time to time in which the Trademarks or the Licenses

may be located or deemed located. Upon the occurrence of an Event of Default and the election by Grantee to exercise any of its remedies under Section 9-610 or Section 9-620 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Grantee or any transferee of Grantee and to execute and deliver to Grantee or any such transferee all such agreements, documents and instruments as may be necessary, in Grantee's sole discretion, to effect such assignment, conveyance and transfer. All of Grantee's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Grantee may exercise any of the rights and remedies provided in this Agreement, the other Security Agreements and the Secured Notes. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) business days before such disposition; **provided, that** Grantee may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Grantee hereunder, inure to the benefit of Grantee and its successors and assigns.

17. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in the Security Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any persons designated in the Security Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

18. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any such counterpart which may be delivered by facsimile

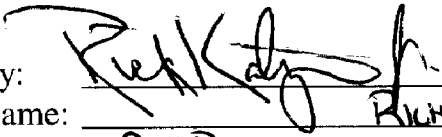
transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

21. **Merger.** This Agreement, the other Security Agreements and the Secured Notes represent the final agreement of Grantor and Grantee with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Grantee.

*- Remainder of Page Intentionally Left Blank -
Signature Page Follows*

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

GOREADER, INC., an Illinois corporation

By: 
Name: RICH KATZMAN
Title: CEO

ACCEPTED AND ACKNOWLEDGED,
as of July 5, 2001:

DODI VENTURES, LLC, an
Illinois limited liability company

By: _____
Name: _____
Title: _____

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

GOREADER, INC., an Illinois corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED,
as of July 5, 2001:

DODI VENTURES, LLC, an
Illinois limited liability company

By: Timothy R. Kelly
Name: Timothy R. Kelly
Title: COO

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF JULY 5, 2001**

LICENSE AGREEMENTS

NONE