



Tab settings =>>>

FINANCE SECTION

102032507

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. Original documents or copy thereof.

1. Name of conveying party(ies):
 MINDLEADERS.COM, INC. **3-7-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Ohio
 Other _____

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

2. Name and address of receiving party(ies)
 Name: PNC Bank, National Association d.b.a.
VentureBank@PNC
 Internal Address: Commercial Loan Service
Center/DCC
 Street Address: 500 First Avenue
 City: Pittsburgh State: PA Zip: 15219

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Association

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 Rider to Security Agreement - Trademarks

Execution Date: August 16, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

75820959 76001298
75932884 76007055
75936441 76007056

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1559671 2290131
1599951
1918730

5. Name and address of party to whom correspondence concerning document should be mailed.
 Name: Mark R. Leslie, Esq.
 Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
 Street Address: 535 Smithfield Street
 City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved:..... 10

7. Total fee (37 CFR 3.41)..... \$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
11-1110
 (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.

Mark R. Leslie
 Name of Person Signing

[Signature]
 Signature

3/7/02
 Date

Total number of pages including cover sheet, attachments, and document: 10

03/26/2002 LMUELLER 00000259 75820959
 01 FC:481 40.00 OP
 02 FC:482 225.00 OP
 P1-813982 v10211015-0381

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

**RIDER TO SECURITY AGREEMENT -
TRADEMARKS**

THIS RIDER TO SECURITY AGREEMENT (this "**Rider**") is executed as of August 16, 2001, by and between **MINDLEADERS.COM, INC.**, an Ohio corporation with an address at 851 W. 3rd Avenue, Building 3, Columbus, OH 43212 (the "**Grantor**") and **PNC BANK, N.A. d.b.a. VENTUREBANK@PNC** (the "**Bank**").

WITNESSETH:

WHEREAS, the Bank established a credit facility with the Grantor consisting of a \$2,000,000 revolving line of credit and a \$500,000 equipment line of credit as evidenced by a Loan Agreement of even date herewith by and between the Bank and the Grantor (together with all extensions, renewals, amendments, substitutions or replacements, the "**Loan Agreement**"); and

WHEREAS, this Rider is incorporated into and made part of that certain Security Agreement between the Grantor and the Bank of even date herewith (together with all extensions, renewals, amendments, substitutions or replacements, the "**Security Agreement**"); and

WHEREAS, Schedule A attached hereto and made part hereof contains a list of all trademarks and service marks registered in the United States Patent and Trademark Office or for which an application for U.S. registration is pending (all such marks, in connection with the relevant goods and/or services, hereinafter referred to as the "**Trademarks**"); and

WHEREAS, the Bank desires to acquire a security interest in the Trademarks and any existing or subsequent registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying the same in a form recordable in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and intending to be legally bound hereby, the parties covenant and agree as follows.

- 1. Capitalized Terms.** All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.
- 2. Grant of Security Interest.** The Grantor hereby grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and

future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

3. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) it has the right to use the Trademarks; (b) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (c) the Grantor has the unqualified right to enter into this Rider and perform its terms; (d) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as permitted by 15 U.S.C. §§ 1051-1127 in connection with its use of the registered Trademarks; and (e) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto upon reasonable written notice and at reasonable times during regular business hours to ensure the Grantor's compliance with this Section 3(e).

4. **Covenants.** The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and continues to exist and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to own and to have the exclusive right to use the Trademarks and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks, other than non-exclusive licensing in the ordinary course of business of products subject to the Trademarks, without prior written consent of the Bank, which consent shall not be unreasonably withheld.

7. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the

holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded by the Bank with the United States Patent and Trademark Office. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to conditionally assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the United States Patent and Trademark Office.

8. Prosecution of Trademark Applications. (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty, except with respect to any Trademarks that the Grantor shall reasonably determine is negligible to it, to use all commercially reasonable efforts to prosecute any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered material trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. Unless the Grantor discontinues the sale of the goods offered in connection with a Trademark, the Grantor shall not abandon any Trademark without the written consent of the Bank which consent shall not be unreasonably withheld, except with respect to any Trademark that the Grantor shall determine in good faith is of negligible economic value to it.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

9. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall immediately execute and deliver to the Grantor all documents, and take any and all actions, necessary to terminate the Bank's security interest in the Trademarks.

12. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor within 10 days after demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

13. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

14. **Governing Law.** **THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAW RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.**

15. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

[Signature Page to Follow]

WITNESS the due execution of this Rider to Security Agreement - Trademarks as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ATTEST:

By: John Gordon
Print Name: John Gordon
Title: Assit Secretary

MINDLEADERS.COM, INC.

By: C A Clark (SEAL)
Print Name: C A CLARK
Title: Pres / CEO

**PNC BANK, N.A. d.b.a.
VENTUREBANK@PNC**

By: _____ (SEAL)
Print Name: _____
Title: _____

WITNESS the due execution of this Rider to Security Agreement - Trademarks as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ATTEST:

MINDLEADERS.COM, INC.

By: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**PNC BANK, N.A. d.b.a.
VENTUREBANK@PNC**

By: Scott Colcombe (SEAL)

Print Name: Scott Colcombe

Title: Director

STATE OF Ohio)

COUNTY OF Franklin)

ss:

The foregoing instrument was acknowledged before me this 25th day of July
2001, by C. A. Clark, Pres/CEO of MINDLEADERS.COM, INC., an Ohio
corporation, on behalf of the corporation.

My commission expires: 10-26-03



DARLENE SPRINGER
Notary Public, State of Ohio
My Commission Expires
10-26-2003

Darlene Springer-Rogus
Notary Public

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION OR SERIAL NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
MINDLEADERS	SN: 75-932,884	US	Filed: 3/1/00
MINDLEADERS.COM	SN: 75-936,441	US	Filed: 3/6/00
MINDLEADER	SN: 76-007,056	US	Filed: 3/22/00
MINDLEADER.COM	SN: 76-007,055	US	Filed: 3/22/00
POSITIVEGAIN	SN: 76-001,298	US	Filed: 3/6/00
THELEARNINGCORNER.COM	SN: 75-820,959	US	Filed: 10/12/99
DPEC	SN: 75-541,137 RN: 2,290,131	US	Filed: 8/24/98 Reg: 11/2/99
SMART—PRO (OPPOSED BY DPEC)	SN: 74-599,094 RN : 2,095,532	US	Filed: 11/15/94 Reg: 10/9/97
SMARTPRO	SN: 74-390,476 RN: 1,918,730	US	Filed: 5/14/93 Reg: 10/12/95
DPEC Stylized Letters	SN: 73-781,963 RN: 1,559,671	US	Filed: 2/21/89 Reg: 10/10/89
DPEC Stylized Letters	SN: 73-778,561 RN: 1,599,951	US	Filed: 2/3/89 Reg: 6/5/90