

5-8-2002

05-08-2002

Form PTO-1594

REC

(Rev. 03/01)

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Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼

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



102082447

To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

Community of Science, Inc.

5-8-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Maryland)
☐ Other

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

3. Nature of conveyance:

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

Execution Date: March 22, 2002

2. Name and address of receiving party(ies)

Name: CrossHill Georgetown Capital, L.P.

Internal

Address:

Street

Address: 1825 K Street, NW, Suite 1450

City: Washington State DC Zip 20006

- ☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): 76/329989;
76/330588; 75/896789

B. Trademark Registration No.(s): 75/516274; 75/483260;
75/482575; 74/629875; 74/606190; 81/036763

Additional number(s) attached ☐ Yes ☒ No

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

Name: Stuart Yarbrough

Internal Address:

CrossHill Georgetown Capital, L.P.

Street Address: 1825 K Street, NW, Suite 1450

City: Washington State DC Zip: 20006

6. Total number of applications and

registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ 240.00

☒ 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.

Stuart Yarbrough

Name of Person Signing

Signature

4/29/02

Date

Total number of pages including cover sheet, attachments, and document: 7

05/08/2002 GTON11 00000199 76329989

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments,
Washington, D.C. 2023

01 FC:481
02 FC:482

40.00 OP
200.00 OP

TRADEMARK
REEL: 002500 FRAME: 0864

1
2 **INTELLECTUAL PROPERTY SECURITY AGREEMENT**
3

4 This Intellectual Property Security Agreement is entered into as of March 22, 2002 by and between
5 CROSSHILL GEORGETOWN CAPITAL, L.P. ("Lender") and COMMUNITY OF SCIENCE, INC. ("Grantor").
6

7 **RECITALS**
8

9 A. Lender has agreed to make certain advances of money and to extend certain financial
10 accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security
11 Agreement by and between Lender and Grantor dated March 22, 2002 (as the same may be amended, modified or
12 supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the
13 Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that
14 Grantor shall grant to Lender a security interest in the Copyrights, Trademarks and Patents designated in the Loan
15 Agreement as part of the Collateral ("Intellectual Property Collateral") to secure the obligations of Grantor under the
16 Loan Agreement.
17

18 B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in
19 all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the
20 Collateral.
21

22 NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and
23 intending to be legally bound, as collateral security for the prompt and complete payment when due of its
24 obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:
25

26 **AGREEMENT**
27

28 To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security
29 interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including
30 without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including
31 without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties
32 and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights
33 corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and
34 continuations-in-part thereof.
35

36 This security interest is granted in conjunction with the security interest granted to Lender under the Loan
37 Agreement. Grantor acknowledges and agrees that Lender may perfect the security interest granted hereunder by
38 filing the appropriate recordation forms with the U.S. Patent and Trademark Office, the U.S. Copyright Office or
39 other appropriate governmental offices.
40

41 Lender acknowledges and agrees that when the Obligations set forth in the Loan Agreement are satisfied,
42 Lender's security interest in the Intellectual Property Collateral shall immediately terminate, and Lender shall
43 cooperate with Grantor as reasonably necessary to update any governmental records to evidence the termination of
44 the security interest granted hereunder. The rights and remedies of Lender with respect to the security interest
45 granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those
46 which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of
47 Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at
48 law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy
49 provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in
50 this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or
51 hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including
52 Lender, of any or all other rights, powers or remedies. In the event of any inconsistency between the terms and
53 conditions of this Intellectual Property Security Agreement and the terms and conditions of the Loan Agreement, the
54 Loan Agreement shall control.
55

56 The parties agree that this Intellectual Property Security Agreement will be subject to the same general
57 terms and conditions, including by way of example and not limitation, the governing law and assignment provisions,
58 set forth in the Loan Agreement.
59

60 IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly
61 executed by its officers thereunto duly authorized as of the first date written above.
62

63
64
65 Address of Grantor:

66 1629 Thames Street, Suite 200
67 Baltimore, Maryland 21231
Attn: Douglas A. Patterson, President & CEO

GRANTOR:

COMMUNITY OF SCIENCE, INC.

By: 

Title: President & CEO

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72 Address of Lender:

73 1825 K Street, NW
74 Washington, DC 20006

Attn: Stuart Yarbrough

LENDER:

CROSSHILL GEORGETOWN CAPITAL, L.P.

By: _____

Title: _____

60 IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly
61 executed by its officers thereunto duly authorized as of the first date written above.
62

63 GRANTOR:

64
65 Address of Grantor:

COMMUNITY OF SCIENCE, INC.

66
67 1629 Thames Street, Suite 200
Baltimore, Maryland 21231
Attn: Douglas A. Patterson, President & CEO

By: _____

Title: _____

68
69
70 LENDER:

71
72 Address of Lender:

CROSSHILL GEORGETOWN CAPITAL, L.P.

73
74 1825 K Street, NW
Washington, DC 20006

By:  _____

Title: Principal

Attn: Stuart Yarbrough

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EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Issuance Date</u>
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None.

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COS Funding Alert	Pending	76/329989	10/26/01
COS Funding Opportunities	Pending	76/330588	10/26/01
COS Workbench	Pending	75/896789	1/14/00
Community of Science (and design)	Registered	75/516274	6/20/00
Your World Within Your Reach	Abandoned	75/483260	
COS Expertise	Registered	75/482575	7/27/99
Community of Science	Registered	74/629875	1/16/96
Community of Scholars	Registered	74/606190	3/23/99
Your World is Your Reflection of Your Understanding	Abandoned	81/036763	

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