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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

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

2. Name and address of receiving party(ies) Name: Bluestar Ventures, L.P. Internal Address: Street Address: 208 S. LaSalle Street, Suite 1020 City: Chicago State: IL Zip: 60604 [] Individual(s) citizenship [] Association [] General Partnership [x] 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 [x] Security Agreement [] Change of Name [] Other Execution Date: December 14, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/190,693 76/148,572 76/147,686 76/146,936 B. Trademark Registration No.(s) Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Debra A. Kozlowski Internal Address: Sidley Austin Brown & Wood Street Address: Bank One Plaza 10 S. Dearborn Street City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ 115.00 [x] Enclosed [x] Authorized to be charged to deposit account Please charge any shortages or overages to: 8. Deposit account number: 19-2165 (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. Debra A. Kozlowski Signature July 26, 2002 Date Total number of pages including cover sheet, attachments, and document: 21

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

08/06/2002 AAHMED1 00000103 76190693 01 FC:481 40.00 DP 02 FC:482 75.00 DP

2. Name and address of additional receiving party(ies)

Duchossois Technology Partners, LLC
845 Larch Avenue
Elmhurst, IL 60126

COLLATERAL ASSIGNMENT
OF INTELLECTUAL PROPERTY

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY dated as of December 14, 2001 is made by CURIOUS NETWORKS, INC., a Delaware corporation (the "Assignor"), to BLUESTAR VENTURES, L.P., a Delaware limited partnership, and DUCHOSSOIS TECHNOLOGY PARTNERS, LLC, a Delaware limited liability company (each, an "Assignee" and together the "Assignees").

WITNESSETH:

WHEREAS, the Assignees will make a loan to the Assignor in the principal amount of up to \$500,000 (the "Loan") pursuant to, and on the terms and conditions set forth in, a Convertible Secured Bridge Loan Agreement (the "Loan Agreement") of even date herewith.

WHEREAS, to induce the Assignees to make and maintain the Loan, the Assignor has agreed to enter into this Collateral Assignment on the terms set forth herein.

WHEREAS, the execution and delivery by the Assignor of this Collateral Assignment is one of the conditions to the willingness of the Assignees to make the Loan;

NOW THEREFORE, in consideration of the premises and the covenants hereinafter contained and to induce the Assignees to make and maintain the Loan to the Assignor, the Assignor and the Assignees hereby agree as follows:

Section 1. DEFINITIONS

Terms used herein that are defined in the Notes, Security Agreement and the Loan Agreement shall have the meanings assigned to them therein unless otherwise defined herein. References to this "Collateral Assignment" shall mean this Collateral Assignment of Intellectual Property, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Collateral Assignment as the same may be in effect at the time such reference becomes operative.

As used herein:

"Notes" means those certain Secured Convertible Promissory Notes dated as of even date herewith by and between Assignor and the Assignees, as the same may be amended, restated, supplemented or otherwise notified from time to time.

"Release Date" means the date on which the Loan, all interest thereon and all other Obligations are irrevocably paid in full and all obligations or commitments of the Assignees to make a loan to the Assignor are terminated.

E. II

“Security Agreement” means that certain Security Agreement dated as of even date herewith by and between Assignor and the Assignees, as the same may be amended, restated, supplemented or otherwise modified from time to time.

Section 2. ASSIGNMENT OF INTEREST

2.1. Patents, Trademarks, Copyrights and Other Intellectual Property. The Assignor hereby grants, assigns and conveys to the Assignees, as security for the full and prompt payment of the Obligations when due, a security interest in the entire right, title and interest of the Assignor in and to all of its now owned, existing or filed or hereafter acquired, arising or filed:

(a) (i) all patents and patent applications of the Assignor, including, without limitation, those listed on Exhibit A hereto and the inventions and improvements described and claimed therein, and patentable inventions and methods of the Assignor, (ii) all reissues, divisions, continuations, renewals, extensions, reexamination and continuations-in-part of any of the foregoing, (iii) all income, royalties, damages or payments now and hereafter due and/or payable to such Assignor under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right of the Assignor to sue for past, present and future infringements of any of the foregoing and (v) all rights of such Assignor corresponding to any of the foregoing throughout the world (collectively, the “Patents”);

(b) (i) all trademarks, service marks, trademark and service mark registrations, Internet and domain names, uniform resource locators, trade and business names and trademark and service mark applications of the Assignor, including, without limitation, those listed on Exhibit B hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable to such Assignor under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right of the Assignor to sue for past, present and future infringements of any of the foregoing, (v) all rights of the Assignor corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Assignor’s business connected with and symbolized by any of the foregoing (collectively, the “Trademarks”);

(c) all trade secrets and confidential business information of the Assignor, including formulae and recipes, computations, systems, inventions and methods (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes, designs and techniques, research and development information, specifications, drawings, designs, plans, proposals, technical data, copyrightable work, financial, business, and marketing plans, customer and supplier lists and information (collectively, the “Trade Secrets”);

(d) all copyrights, copyright applications (including, without limitation, computer software, source and object code, databases and related documentation) and other intellectual and

proprietary property rights of the Assignor (collectively, the "Other Intellectual Property Rights"); and

(e) to the extent assignable without causing a default thereunder, the Assignor's rights in licenses and license agreements with any other Person under or with respect to any patents, trademarks, trade secrets or other intellectual property rights and licenses and license agreements of the Assignor with any other Person under or with respect to any of the Patents, Trademarks, Trade Secrets or Other Intellectual Property Rights (all licenses and license agreements assigned to the Assignees pursuant hereto herein collectively called the "Licenses").

All Patents, Trademarks, Trade Secrets, Licenses and Other Intellectual Property Rights are herein collectively called the "Intellectual Property Rights"; provided that, notwithstanding anything to the contrary contained herein, the Intellectual Property Rights shall not include any Licenses or other agreements in respect of which the grant of the security contemplated by this Collateral Assignment shall be prohibited by its terms; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 2.1 shall be deemed to apply thereto automatically.

2.2. Restriction on Future Agreements. The Assignor agrees that until the Release Date, the Assignor will not, without the Assignees' prior written consent, enter into any agreement, including, without limitation, any license agreement, that grants to any Person other than the Assignees' rights to or interests in any Intellectual Property Rights that is inconsistent with the Assignor's obligations under this Collateral Assignment; provided, however, that the restriction set forth in this Section 2.2 shall not limit the Assignor's ability to enter into license agreements in the ordinary course of its business consistent with past practices. The Assignor further agrees that until the Release Date it will not take any action, or permit any action to be taken by any affiliate of the Assignor or other Person subject to the Assignor's control, including, without limitation, licensees, or fail to take any action, that would affect the validity or enforcement of the rights granted to the Assignees under this Collateral Assignment.

2.3. New Patents, Trademarks and Other Intellectual Property Rights. The Assignor represents and warrants that the Patents and Trademarks listed in Exhibits A and B hereto are owned by the Assignor and such Patents and Trademarks constitute all of the material Patents and Trademarks that the Assignor now owns which are registered with the United States Patent and Trademark Office and the United States Copyright Office or an accredited and appropriate domain name registrar, as applicable. If, before the Release Date the Assignor shall (i) obtain any new Patents or rights thereto or (ii) become entitled to the benefit of any new Patent, the Assignor shall give to the Assignees prompt written notice thereof. The Assignor hereby authorizes the Assignees to modify this Collateral Assignment by amending any or all the Exhibits attached hereto, as applicable, to include any such Patents.

2.4. Royalties and Terms. The Assignor hereby agrees that upon the occurrence and during the continuance of an Event of Default, the Assignees, or any designee of the Assignees, may, subject to applicable law and to any then existing Licenses granted by such Assignor in respect of any Patent, Trademark or Other Intellectual Property Rights of such

Assignor, use any or all of the Patents, Trademarks, Trade Secrets, Licenses or Other Intellectual Property Rights worldwide without any liability to such Assignor for royalties or other related charges. The term of the assignments granted in this Section 2.4 shall extend until the earlier of (i) the expiration of all rights under each of the respective Patents, Trademarks, Trade Secrets and Licenses and Other Intellectual Property Rights assigned hereunder or (ii) the Release Date.

2.5. Reassignment to Assignor. On the Release Date, the Assignees shall execute and deliver to the Assignor, at the Assignor's request and at such Assignor's sole cost and expense, such releases, deeds, assignments and other instruments as may be necessary to relinquish, without any representations or warranties whatsoever (other than a representation that the Assignees have not assigned or transferred the Intellectual Property Rights covered by such releases, or its security interests therein, except as contemplated or permitted hereby or by the other Transaction Documents), all of the Assignees' rights in such of the Intellectual Property Rights as shall not have been sold or disposed of pursuant to the terms of this Collateral Assignment.

2.6. Duties of Assignors. Subject to the rights of the Assignees, until the Release Date the Assignor shall (i) prosecute diligently any patent, trademark or copyright application and licenses of the Assignor pending as of the date hereof or thereafter, (ii) make application on unpatented but patentable inventions of the Assignor and on trademarks and copyrights, as appropriate, of the Assignor (iii) preserve and maintain all rights in the Intellectual Property Rights of the Assignor and (iv) possess all Trade Secrets of the Assignor. Any out-of-pocket expenses incurred in connection with such applications by the Assignor shall be borne by the Assignor. The Assignor shall not abandon any Patent, Trademark, Trade Secret, License, or Other Intellectual Property Rights or the right to file any patent application unless the Assignor, in its reasonable discretion, determines that to take such action in a particular instance would be in the best commercial interest of the Assignor.

2.7. Assignees' Right to Sue. If an Event of Default shall have occurred and be continuing, each Assignee shall have the right, but shall in no way be obligated, to bring suit on behalf of the Assignor to enforce any of the Assignor's rights in any Intellectual Property Rights in the event the Assignor declines to bring such suit and, if such Assignee shall commence any such suit, the Assignor shall, at the request of such Assignee, do any and all lawful acts and execute any and all proper documents requested by such Assignee in aid of such enforcement and the Assignor shall promptly pay, or reimburse and indemnify such Assignee upon demand, for all reasonable out-of-pocket costs and expenses incurred by such Assignee in the exercise of its rights under this Section 2.7.

2.8. Assignees Appointed Attorney-in-Fact. During the existence of a Default, the Assignor appoints the Assignees or the Assignees' designee as its attorney-in-fact to do all things necessary to carry out or enforce this Collateral Assignment. The Assignor ratifies and approves to the fullest extent permitted by law all acts of the Assignees as attorney-in-fact taken in accordance herewith. The Assignees as attorney-in-fact will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence or

willful misconduct. This power, being coupled with an interest, is irrevocable until the Release Date.

Section 3. FILINGS AND CONSENTS

The Assignor shall, at the cost and expense of the Assignor, deliver to the Assignees, upon the execution and delivery of this Collateral Assignment and at any time and from time to time thereafter, such instruments and documents, in form and substance satisfactory to the Assignees, and take such other action, as the Assignees shall reasonably specify as being necessary or appropriate, in the reasonable opinion of the Assignees, to perfect the Security Interests and other interests granted by the Assignor to the Assignees hereby in the Intellectual Property Rights, including, without limitation, filings with the United States Patent and Trademark Office and the Copyright Office of the United States. The Assignor will also, at its own expense, from time to time hereafter make, execute, endorse, acknowledge, file and/or deliver to the Assignees all documents or instruments and take such further steps reasonably requested by the Assignees to perfect the Assignees' security interests in all Intellectual Property Rights.

Section 4. COVENANTS

The Assignor agrees that until the Release Date, unless the Assignees agree otherwise in writing: (a) the Assignor will, at its sole cost and expense, warrant and defend the Intellectual Property Rights from any and all material claims and demands of any other Person; (b) the Assignor will not grant, create or permit to exist any Lien on any of the Intellectual Property Rights in favor of any other Person; (c) the Assignor will pay, and indemnify and hold the Assignees harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to any Intellectual Property Rights, including (without limitation) claims of patent or trademark or Other Intellectual Property Right infringement, and any claim of unfair competition or antitrust violation, (i) provided that Assignor shall not have any obligation hereunder with respect to such indemnification arising from the Assignees' bad faith or willful misconduct in the use, assignment and sublicensing of the Patents, Trademarks and Licenses that are covered by this Collateral Assignment; (ii) which is for reimbursement for amounts paid by an Indemnified Person on any final, non-appealable judgment in the Assignor's favor against the Assignees by a court of competent jurisdiction; or (iii) which is for reimbursement of amounts paid by the party seeking indemnification in any settlement with a party other than the Assignees which has been properly effected by the Assignees without the prior consent of the Assignor, unless either (x) the Assignor has had a reasonable opportunity to assume responsibility and has not diligently prosecuted a defense of such indemnified obligation; or (y) the Assignor has failed to provide reasonable evidence of its financial ability to satisfy its indemnity obligations hereunder; (d) the Assignor will not enter into any agreement that is inconsistent in any material respect with the Assignor's obligations under this Collateral Assignment; and (e) all Intellectual Property Rights of the Assignor shall be subsisting, valid and enforceable in all material respects against third Persons, except to the extent otherwise disclosed in writing to the Assignor prior to the date hereof.

Section 5. DEFAULT

5.1. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Assignees, in addition to any rights and remedies under the Transaction Documents or applicable law, may, in their discretion:

(i) collect, receive, appropriate and realize upon all or any of the Intellectual Property Rights or any part thereof;

(ii) enter, with or without process of law and without breach of the peace, any premises where any of the Intellectual Property Rights or the books and records related thereto are or may be located, and without charge or liability to the Assignees seize and remove the Intellectual Property Rights (and copies of the Assignor's books and records in any way relating to the Intellectual Property Rights) from said premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Intellectual Property Rights; or

(iii) sell or otherwise dispose of, including without limitation the granting of licenses, any Intellectual Property Rights at public or private sale for cash or credit.

(b) Upon the occurrence of an Event of Default, the Assignees, in their discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the UCC as adopted in the relevant state or states and any other applicable law upon default by a debtor. The Assignor recognizes that in the event the Assignor fails to perform, observe or discharge any of its obligations or liabilities under this Collateral Assignment, no remedy of law will provide adequate relief to the Assignees, and the Assignor agrees that the Assignees shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(c) Any notice required to be given by the Assignees of a sale, lease, other disposition of any of the Intellectual Property Rights or any other intended action by the Assignees, delivered by telex, facsimile transmission or overnight mail, postage prepaid and duly addressed to the Assignor at its address set forth beside its signature hereto, not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Assignor.

(d) Upon the occurrence of an Event of Default, the Assignees shall have the right at any time and from time to time thereafter, in its discretion, without notice thereof to the Assignor, to take control, in any manner, of any item of payment for or proceeds of any of the Intellectual Property Rights.

(e) The Assignees may, if the Assignees deem it reasonable, postpone or adjourn any sale of Intellectual Property Rights of the Assignor, or any part thereof, from time to time by

an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale.

(f) All cash proceeds received by the Assignees in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Rights shall be applied (after payment of any amounts payable to the Assignees as reimbursement for the costs and expenses incurred by it in connection with the sale of any of the Intellectual Property Rights) by the Assignees against all or any part of the Obligations in such order as the Assignees shall elect. Any surplus of such cash or cash proceeds held by the Assignees and remaining after payment in full of all the Obligations shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive such surplus and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation of the Assignor, for which the Assignor shall remain liable.

5.2. Waivers by Assignors. Except as otherwise provided for in this Collateral Assignment and to the extent permitted under applicable law, the Assignor waives (i) presentment, demand and protest and notice of presentment, dishonor, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all Obligations and of any accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Assignees on which the Assignor may in any way be liable and hereby ratifies and confirms whatever the Assignees may do in this regard, and (ii) all rights to notice and a hearing prior to the Assignees' taking possession or control of, or to the Assignees' replevy, attachment or levy upon, any of the Intellectual Property Rights or any bond or security that might be required by any court prior to allowing the Assignees to exercise any of the Assignees' remedies. The Assignor acknowledges that it has been advised by its counsel with respect to this Collateral Assignment and the transactions evidenced by this Collateral Assignment.

5.3. Cumulative Remedies. All of the Assignees' rights and remedies with respect to the Intellectual Property Rights, whether established hereby or by any of the other Transaction Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Assignor acknowledges and agrees that this Collateral Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignees under the Notes or any other Transaction Document but rather is intended to facilitate the exercise of such rights and remedies.

Section 6. MISCELLANEOUS

6.1. Waivers. No course of dealing between the Assignor and the Assignees, nor any failure to exercise, nor any delay in exercising, on the part of the Assignees, any right, power or privilege hereunder, under the Note or under any other Transaction Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6.2. Severability. The provisions of this Collateral Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part as to the Assignor in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof as to such Assignor 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 Collateral Assignment in any jurisdiction.

6.3. Modification. This Collateral Assignment cannot be altered, amended or modified in any way, except by a writing signed by the party to be charged therewith.

6.4. Binding Effect; Benefits. This Collateral Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignees and its successors and assigns. The Assignor may not assign its rights or obligations hereunder or its interest in any Intellectual Property Rights without the consent of the Assignees.

6.5. Governing Law. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law rules which would make the laws of any other jurisdiction applicable to this Collateral Assignment.

6.6. Notices. (a) Any notice, demand or communication hereunder shall be given in writing (including facsimile transmission) and mailed or delivered to each party at its address set forth beside its signature hereto, or, as to any party, at such other address as shall be designated by such party by a prior notice to the other parties in accordance with the terms of this Section 6.6.

(b) Each notice hereunder shall be effective (i) five (5) business days after such notice is mailed, by registered or certified mail, postage prepaid (return receipt requested), (ii) upon delivery by hand or (iii) in the case of any notice or communication by facsimile transmission, on the date when sent; provided, however, that notices to the Assignees shall not be effective until actually received by them.


6.7. Headings. The Section titles and headings in this Collateral Assignment are and shall be without substantive meaning or context of any kind whatsoever and are for convenience of reference only.

[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their authorized officers on the day and year first above written.

BLUESTAR VENTURES, L.P.

Address:
208 S. LaSalle Street
Suite 1020
Chicago, Illinois 60604
Fax No: (312) 384-5005
Attention: Patrick J. Pollard

By: PSF Capital Management, LLC
Its: General Partner
By: 
Name: PATRICK J. POLLARD
Title: MANAGING DIRECTOR

DUCHOSSOIS TECHNOLOGY PARTNERS, LLC

Address:
845 Larch Avenue
Elmhurst, Illinois 60126
Fax No.: (630) 530-6051
Attention: Dan Phelps

By: _____
Name:
Title:

Address:
833 West Jackson
Suite 400
Chicago, Illinois 60604
Fax No: (312) 663-9431
Attention: David Cutler

CURIOUS NETWORKS, INC.

By: _____
Name:
Title:

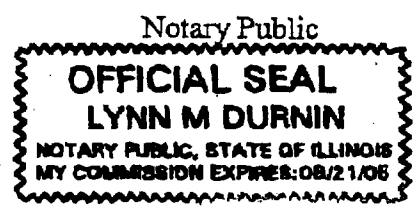
STATE OF ILLINOIS)

)ss.:

COUNTY OF COOK)

On this 14 day of December, 2001, before me personally came Patrick Pollard who being duly sworn, did depose and say that he is the Managing Director of the General Partner of BLUESTAR VENTURES, L.P., the partnership described herein and which executed the above instrument as Assignee, and that he signed his name thereto on behalf of, and pursuant to the authority granted by, said partnership.

Lynn M. Durnin



IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their authorized officers on the day and year first above written.

BLUESTAR VENTURES, L.P.

Address:
208 S. LaSalle Street
Suite 1020
Chicago, Illinois 60604
Fax No: (312) 384-5005
Attention: Patrick J. Pollard

By: _____
Its: General Partner

By: _____
Name:
Title:

DUCHOSSOIS TECNOLOGY PARTNERS, LLC

Address:
845 Larch Avenue
Elmhurst, Illinois 60126
Fax No.: (630) 530-6051
Attention: Dan Phelps

By: *Daniel J. Phelps*
Name: Daniel J. Phelps
Title: Vice President

Address:
833 West Jackson
Suite 400
Chicago, Illinois 60604
Fax No: (312) 663-9431
Attention: David Cutler

CURIOUS NETWORKS, INC.

By: _____
Name:
Title:

STATE OF Illinois

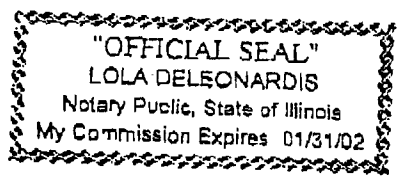
)ss.:

COUNTY OF De Kalb

On this 14th day of December, 2001, before me personally came Daniel J. Phelps, who being duly sworn, did depose and say that he is the Vice President of DUCHOSSOIS TECHNOLOGY PARTNERS, LLC, the limited liability company described herein and which executed the above instrument as Assignee, and that he signed his name thereto on behalf of, and pursuant to the authority granted by, said partnership.

Lola A. Leonardis

Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their authorized officers on the day and year first above written.

BLUESTAR VENTURES, L.P.

Address:
208 S. LaSalle Street
Suite 1020
Chicago, Illinois 60604
Fax No: (312) 384-5005
Attention: Patrick J. Pollard

By: _____
Its: General Partner

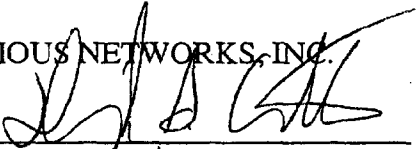
By: _____
Name:
Title:

DUCHOSSOIS TECNOLOGY PARTNERS, LLC

Address:
845 Larch Avenue
Elmhurst, Illinois 60126
Fax No.: (630) 530-6051
Attention: Dan Phelps

By: _____
Name:
Title:

Address:
833 West Jackson
Suite 400
Chicago, Illinois 60604
Fax No: (312) 663-9431
Attention: David Cutler

CURIOUS NETWORKS, INC.
By: 
Name: David G. Cutler
Title: President

STATE OF Illinois)

)ss.:

COUNTY OF Cook)

On this 14th day of December, 2001, before me personally came David Coker, who being duly sworn, did depose and say that he is the President of CURIOUS NETWORKS, INC., the corporation described in and which executed the above instrument as Assignor, and that he signed his name thereto on behalf of, and pursuant to the authority granted by, said corporation.

Sarah Eastman 6/9/03

Notary Public



COLLATERAL ASSIGNMENT OF TRADEMARKS,
SERVICE MARKS AND TRADE NAMES

WHEREAS, CURIOUS NETWORKS, INC., a Delaware corporation (“Assignor”), having its chief executive office at 833 West Jackson Blvd., Suite 400, Chicago, Illinois 60604, is the owner of all right, title and interest in and to the United States trademarks, service marks and trade names and United States trademark and service mark registrations and trade name, trademark and service mark applications set forth on Schedule A attached hereto (the “Trademarks, Service Marks, Trade Names and Registrations and Applications”);

WHEREAS, the Assignor may be indebted to BLUESTAR VENTURES, L.P. and Duchossois TECnology Partners, LLC (“Assignees”) for the principal amount of up to \$500,000.00 under a Convertible Secured Bridge Loan Agreement (the “Loan Agreement”) dated as of December 14, 2001 entered into by the Assignor with the Assignees; and

WHEREAS, to secure its obligations under the Loan Agreement, the Assignor wishes to assign to the Assignees, and to grant to the Assignees a security interest in and lien upon, the Trademarks, Service Marks, Trade Names and Registrations and Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Collateral Assignment of Intellectual Property dated as of December 14, 2001, as from time to time amended, made by the Assignor in favor of the Assignees, the Assignor hereby assigns to the Assignees, and grants to the Assignees a security interest in and a lien upon, the Trademarks, Service Marks, Trade Names and Registrations and Applications to secure the Assignor’s obligations and indebtedness under the Loan Agreement.

Date: December 14, 2001

CURIOUS NETWORKS, INC.

By: 

Name: David G. Cutler

Title: President

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT

TRADEMARK

REEL: 002556 FRAME: 0437

STATE OF Illinois)

)ss.:

COUNTY OF Cook)

On this 14th day of December, 2001, before me personally came David Cutler, who being duly sworn, did depose and say that he is an authorized signatory of CURIOUS NETWORKS, INC., the corporation described in and which executed the above instrument as Assignor, and that he signed his name thereto on behalf of, and pursuant to the authority granted by, said corporation.

Sarah Eastman 6/9/03

Notary Public



PATENTS

1. Title: Methods and system for developing a device-independent programming language.

Patent Number: 09/988,857

Provisional Filing Date: 11/15/00

Full Application Filing Date 11/15/01

2. Methods and system for providing multiple channel access from a user device to an application.

Patent Number: 09/991,345

Provisional Filing Date: 11/15/00

Full Application Filing Date 11/15/01

Friday, December 07, 2001

Trademark List

Page: 1

Trademark Name	Client #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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CONTINUUM and Design	32395 07.0006	Pending	76/190,693 08-Jan-2001			
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Classes: 9

Remarks: 01/05/2001: Filed Trademark application
01/08/2001: Received return postcard
01/10/2001: Received Power of Attorney from David Cutler
01/24/2001: Received filing receipt
06/01/2001: Office Action received
10/19/2001: Response to Office Action filed
10/19/2001: Return postcard received.

CURIOUS NETWORKS	32395 07.0002	Pending	76/148,572 18-Oct-2000			
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Classes: 42

Remarks: 10/13/2000: Filed trademark application
10/18/2000: Return postcard for trademark application
03/08/2001: Office Action received
09/06/2001: Response to Office Action filed
09/10/2001: Return postcard received

Friday, December 07, 2001

Trademark List

Page: 2

Trademark Name	Client #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
CURIOUS NETWORKS	32395 07.0004	Pending	76/147,686 16-Oct-2000			

Country: United States of America

Classes: 9

Remarks: 10/16/2000: Filed trademark application

10/16/2000: Return postcard for application
 03/08/2001: Office Action received
 09/06/2001: Response to Office Action filed
 09/10/2001: Return postcard received

MAXML

32395 07.0003

Pending

76/146,936
13-Oct-2000

Country: United States of America

Classes: 9

Remarks: 10/13/2000: Filed application

10/13/2000: Return postcard for application
 04/12/2001: Office Action received via fax
 09/06/2001: Response to Office Action filed.
 09/10/2001: Return postcard received.