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8-7-02

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof:

1. Name of conveying party: Sand Hill Capital II, LP <input checked="" type="checkbox"/> A Delaware Limited Partnership	2. Name and address of receiving party: Element K Online LLC 500 Canal View Blvd. Rochester, New York 14623 <input checked="" type="checkbox"/> A Delaware Limited Liability Company
3. Nature of conveyance: Assignment Execution Date: January 2, 2002	4. Trademark Application/Registration Nos.: 2,519,339; 2,497,112; 2,264,695 and 76/078,849
5. Name and address of party to whom correspondence concerning document should be mailed: Kristen M. Walsh, Esq. Nixon Peabody LLP Clinton Square Post Office Box 31051 Rochester, New York 14603	6. Total number of Applications/Registrations involved: 4 
7. Total fee (37 CFR 3.41) \$ 115.00 <input type="checkbox"/> [\$115.00] Check is enclosed.	8. Deposit Account Number: 50-1804 <input checked="" type="checkbox"/> Charge any additional fees to account.
DO NOT USE THIS SPACE	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true and correct copy of an excerpt from the original document.

Kristen M. Walsh
Kristen M. Walsh

8-2-02
Date

[Total number of pages including cover sheet and excerpt from the Assignment: 5]

08/08/2002 DBYRNE 00000305 2519339

01 FC:481 40.00 OP
02 FC:482 75.00 OP

R563150.1

TRADEMARK
REEL: 002558 FRAME: 0778

ASSIGNMENT OF INTELLECTUAL PROPERTY

^{of} JANUARY THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of December 2, 2002 ("Assignment") by Sand Hill Capital II, LP ("Assignor"), a PARTNERSHIP with its principal place of business at 3000 SAND HILL ROAD, MENLO PARK, CA in favor of Element K Online LLC ("Assignee"), a Delaware limited liability company with its principal place of business at _____.

WHEREAS, Assignor and Assignee are entering a Private Foreclosure Sale Agreement of even date herewith (the "Foreclosure Agreement"), pursuant to which Assignor agrees to transfer to Assignee the assets listed on Schedule A attached hereto (such assets hereinafter referred to as the "Assets");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all right, title, and interest, if any, in and to, all intellectual property rights in the Assets, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of the foregoing intellectual property assets, and all rights corresponding thereto throughout the world.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may request to effectuate fully this Assignment and to enable this Assignment to be recorded in any and all jurisdictions throughout the world.

Nothing in this Agreement modifies any of the terms or provisions of the Foreclosure Agreement and the same are incorporated herein by this reference.

Nothing in this Agreement imposes any greater or additional liability on Sand Hill than is imposed on Sand Hill under the terms and provisions of the Foreclosure Agreement.

In the event of any conflict between any of the terms and provisions of this Agreement and any of the terms or provisions of the Foreclosure Agreement, the terms and provisions of the Foreclosure Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

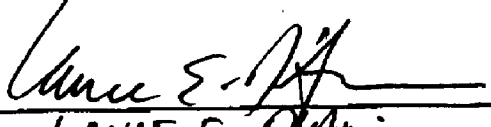
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

SAND HILL CAPITAL II, LP
("ASSIGNOR")

By: 
Name: YOSCAR JAZDOWSKI
Title: MANAGING DIRECTOR

Acknowledged and Accepted:

ELEMENT K ONLINE LLC
("ASSIGNEE")

By: 
Name: LANCE E. D'AMICO
Title: SVP

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that ^{OSCAR} JAZDOWSKI, known to me to be the ^{MANAGER} DIRECTOR of Sand Hill Capital II, LP appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 2nd day of JANUARY, 2002.


Notary Public

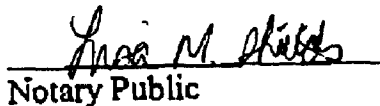
My commission expires: 3/4/05

STATE OF NEW YORK)
) SS.
COUNTY OF ^{Monroe} ~~NEW YORK~~)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Lance E. Damico, known to me to be the ^{Senior VP} and General Counsel of Element K Online LLC appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 2nd day of JANUARY, 2002.

LISA M. SHIELDS
Notary Public, State of New York
Monroe County
Reg. #01SH6052516
Commission Expires Dec. 18, 02


Notary Public

My commission expires: 12/18/02

EXHIBIT A

For the purposes of the following, "Mentor Services" shall mean all of the following: (a) the vLab Technology for use with the Microsoft Windows operating system, (b) the vLab Technology for non-classroom use with Cisco products, and (c) the vLab Technology for classroom use with Cisco products. The Sale Assets are:

1. The following patents (including all reissues, divisions, continuations and extensions thereof) and patent applications (the "Specified Patents"):

- REDACTED -

2. The following copyright registrations and applications (the "Specified Copyrights"): vLab Resource Control Module (TX-5-316-783); vLab (TX-5-316-780); vClassroom (TX-5-316-782); vCard (TX-5-316-781).

3. All patents (including all reissues, divisions, continuations and extensions thereof), patent applications (including, without limitation, - REDACTED

patent rights, copyrights, copyright registrations, trademarks, trademark registrations, service marks, service mark registrations, designs, design registrations, trade secrets, passwords, URLs, formulae, processes, know-how, algorithms, models, methodologies, software, computer programs, source code, object code and related documentation, relating to the Mentor Services.

4. All software, computer programs, source code, object code and related documentation, relating to the Mentor Services.

5. The following systems, and, to the extent of the Company's interest therein, the related servers identified below, the Madge ISDN Systems associated therewith located at Annapolis Junction, one Dev and one Dist development server, and the related cables and power supplies:

	<u>Systems</u>	<u>Servers</u>
a)	E-K Authoring	1 web and 1 RCM located at CMSi Rack B3
b)	E-K 12 vClass	1 web and 1 RCM located at Equinix Rack 38
c)	E-K 3.0	1 web and 1 RCM located at Equinix Racks 17, 18
d)	Prod 2	1 web located at CMSi Rack B4
e)	Prod 4	1 web and 1 RCM located at CMSi Racks G3, H3, I3, J3
f)	MIG	1 web and 1 RCM located at Equinix Rack D4
g)	18 Seat vClass	1 web and 1 RCM located at Equinix Racks 39, 40, 42, 43
h)	24 Seat vClass	1 web and 1 RCM located at Equinix Racks D5, E5

6. All rights of the Company under the license from Buyer to the Company relating to the Microsoft content.

7. The content owned by Company relating to the Mentor Services.

8. The books and records of the Company which are related to the Mentor Services.

9. Notwithstanding anything to the contrary contained in the foregoing, the Sale Assets shall not include any of the following: (i) any equipment or inventory which is subject to a purchase money security interest with priority over Seller's security interest or (ii) any assets which are leased to the Company.