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TRADEMARKS ONLY

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

<p>1. Name of conveying party: Mentor Technologies Group, Inc. [X] A Maryland corporation</p>	<p>2. Name and address of receiving party: Sand Hill Capital II, LP 3000 Sand Hill Road Building 2, Suite 110 Menlo Park, CA 94025 [X] A Delaware Limited Partnership</p>
<p>3. Nature of conveyance: Private Foreclosure Sale Agreement Execution Date: December 21, 2001</p>	<p>4. Trademark Registration/Application Nos.: 2,519,339; 2,497,112; 2,264,695 and 76/078,849</p>
<p>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</p>	<p>6. Total number of Registrations/Applications involved: 4</p>
<p>7. Total fee (37 CFR 3.41) <u>\$115</u> [X] <u>\$115</u> Check is enclosed.</p>	<p>8. Deposit Account Number: 50-1804 [X] Charge any additional fees to account.</p>
<p>08/08/2002 DBYRNE 00000307 2519339 DO NOT USE THIS SPACE 40.00 OP 75.00 OP</p>	

01 FC:481
02 FC:482

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 Agreement: 5]

PRIVATE FORECLOSURE SALE AGREEMENT

This Private Foreclosure Sale Agreement is entered into as of December 21, 2001, between Sand Hill Capital II, LP ("Sand Hill") and Element K Online LLC, a Delaware limited liability company (the "Buyer"). (Capitalized terms used in this Agreement, which are not defined herein, shall have the meanings set forth in the California Uniform Commercial Code (the "UCC").)

This Agreement is entered into with reference to the following facts:

- A. Mentor Technologies Group, Inc., Mentor Technologies Products, LLC, Mentor Technologies Learning Solutions, LLC, and Mentor Technologies Network Consulting, LLC (jointly and severally, the "Company") are in default in their indebtedness, liabilities and obligations to Sand Hill under the Loan Agreement between the Company and Sand Hill dated November 20, 2000 (the "Loan Agreement") and the other instruments, documents and agreements between them.
- B. Sand Hill has a perfected security interest in substantially all of the non-leased assets of the Company pursuant to the Loan Agreement and the Intellectual Property Security Agreement (the "IP Agreement"), dated November 20, 2000, between the Company and Sand Hill, and has the right to foreclose on and sell such assets in accordance with its rights under the Loan Agreement, the IP Agreement and the UCC.
- C. Buyer wishes to purchase, and Sand Hill wishes to foreclose upon and sell, the Sale Assets (as defined below) on the terms and conditions herein set forth and in accordance with its rights under the Loan Agreement, the IP Agreement and the UCC.

Now, therefore, the parties agree as follows:

1. Sale of Sale Assets.

1.1. Sale of Sale Assets. At a closing ("Closing"), Sand Hill will sell to the Buyer, in a private sale under the UCC (the "Sale"), and the Buyer will purchase from Sand Hill, the following (the "Sale Assets"): All of the Company's interest in the assets described on Exhibit A hereto, other than the Excluded Assets, as defined below.

1.2. Excluded Assets.

REDACTED

Pages 2-4 REDACTED

REDACTED

9. Governing Law. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California.

Buyer:
Element K Online LLC
By Robert Fuchs
Title VICE PRESIDENT

Sand Hill:
Sand Hill Capital II, LP
By [Signature]
Title MANAGING DIRECTOR

BofA Consent and Acknowledgment:

The undersigned hereby consents to the Sale, consents to Sections 1.4 and 1.6 above, agrees to provide the BofA Releases in accordance herewith, and acknowledges its obligation to disgorge all or a portion of the net proceeds of the Purchase Price paid to it contained in Section 5 above, subject to the limitation of liability contained in said Section 5. Except as expressly stated herein, the undersigned is not a party to the above Agreement and makes none of the representations, warranties and covenants contained therein.

Bank of America, N.A.

By Henry Lediana
Title Vice President

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,

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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.