

05-20-2003

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



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

102452121

Tab settings

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

1. Name of conveying party(ies): Interactive Partners, LLC and Voice FX, LLC 5.15.03

2. Name and Address of receiving party(ies): Name: Student Advantage, Inc. Internal Address: Street Address: 280 Summer Street City: Boston State: MA Zip: 02210

3. Nature of conveyance: [X] Security Agreement [X] Other Delaware limited liability company Execution Date: March 31, 2002

[X] Corporation-State Delaware If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

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

B. Trademark registration No.(s) 2,100,737 VOICE FX 2,183,469 VOICE FX CORPORATION (& Design)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Timothy J. Lyden Internal Address: Hogan & Hartson LLP Street Address: 8300 Greensboro Drive Suite 1100 City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$65.00 [X] Authorized to be charged to deposit account 8. Deposit account number: 08-2550

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.

Timothy J. Lyden Name of Person Signing

Signature

5/15/03 Date

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

05/19/2003 ECDOPER 00000247 082350 240782

01 FC:8521 40.00 CH 02 FC:8522 25.00 CH

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

**AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of March 31, 2002, by INTERACTIVE PARTNERS, LLC, a Delaware limited liability company ("*Parent*") and VOICE FX, LLC, a Delaware limited liability company ("*VFX*," and each a "*Grantor*," and collectively the "*Grantors*") in favor of STUDENT ADVANTAGE, INC., a Delaware corporation ("*Secured Party*").

W I T N E S S E T H

WHEREAS, the parties hereto entered into that certain Patent and Trademark Security Agreement, dated as of December 31, 2001 (the "*Original Agreement*") and desire to amend and restate the Original Agreement in its entirety pursuant to the terms of this Agreement; and

WHEREAS, Parent has issued certain Promissory Notes in the original principal amount of \$3,000,000 and \$850,000 (collectively, as amended and in effect from time to time, the "*Notes*"), each dated as of December 31, 2001 and amended as of August 23, 2002 and as the date hereof, in favor of Secured Party as payment of the purchase price pursuant to the Parent's exercise of its option rights under that certain Option Agreement, dated as of November 7, 2001, among the Secured Party, VFX, Parent and Marc A. Cohen and Jeffrey A. Cohen, as amended by the First Amendment to Option Agreement, dated as of December 31, 2001, and the Second Amendment to Option Agreement, dated as of August 23, 2002 (collectively, as amended and in effect from time to time, the "*Option Agreement*"); and

WHEREAS, VFX has guaranteed the obligations of Parent under and in connection with the Notes pursuant to an Unconditional Guaranty, dated as of December 31, 2001, by and between Secured Party and VFX (the "*Guaranty*"); and

WHEREAS, the obligations of Parent under the Notes and the obligations of VFX under the Guaranty are secured by security interests in and liens against substantially all of the assets, including, without limitation, all of the patents, trademarks and other intellectual property, of each Parent and VFX, as the case may be, pursuant to the terms and provisions of that certain Security Agreement, dated as of December 31, 2001, by and between Parent and Secured Party, as amended by the Amendment to Security Agreement, dated as of August 23, 2002 and the Second Amendment to Security Agreement, dated as of the date hereof (the "*Security Agreement*") and that certain Guarantor Security Agreement, dated as of December 31, 2001, by and between VFX and Secured Party, as amended by the Amendment to Guarantor Security Agreement, dated as of August 23, 2002, and the Second Amendment to Guarantor Security Agreement, dated as of the date hereof (the "*Guarantor Security Agreement*" and together with the Security Agreement, the "*Security Agreements*"); and

WHEREAS, VFX is the owner of all of the trademark and patent applications and registrations as set forth on Schedule 1 hereto (the "*Intellectual Property*"); and

WHEREAS, VFX has with the consent of Secured Party (i) contributed certain assets to Campus Direct, LLC, a Delaware limited liability company ("*Campus Direct*"), pursuant to that

certain Instrument of Assignment and Assumption, dated as of the date hereof, between VFX and Campus Direct and (ii) distributed its 100% membership interest in Campus Direct to Parent, pursuant to that certain Assignment and Assumption of Membership Interest, dated as of the date hereof (collectively, the "*Campus Direct Transaction*");

WHEREAS, Secured Party is willing to consent to the Campus Direct Transaction, but only upon the condition, among others, that each Grantor shall have executed and delivered to Secured Party, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements.

2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY. The Grantors hereby grant to the Secured Party, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Intellectual Property Collateral*"):

(a) all of each Grantor's Intellectual Property and licenses of Intellectual Property to which such Grantor is a party including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Grantor's Intellectual Property and such licenses of Intellectual Property; and

(d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Intellectual Property or Intellectual Property licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Intellectual Property or any Intellectual Property licensed under any licenses of Intellectual Property.

3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreements. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein;

(b) Notwithstanding anything to the contrary herein or in the Security Agreements, if any Event of Default under any of the Security Agreements or any of the Notes shall have occurred, in addition to any and all other rights and remedies that Secured Party may have in the Security Agreements, the Notes or at law, all of the right, title and interest of such

Grantor in and to the Intellectual Property shall be automatically granted, assigned, conveyed and delivered to the Secured Party or its designee, and such Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or Secured Party's own name or the name of the Secured Party's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "*Assignment*") in the United States Patent and Trademark Office and in all other applicable offices, including any state and county filing offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; and (ii) to collect proceeds from the Intellectual Property (including, by way of example, license royalties and proceeds of infringement suits).

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERACTIVE PARTNERS, LLC

By: _____
Marc A. Cohen
Manager

VOICE FX, LLC

By: INTERACTIVE PARTNERS, LLC,
its sole member

By: _____
Marc A. Cohen
Manager

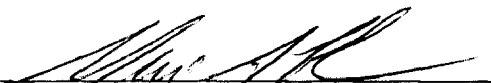
ACCEPTED AND ACKNOWLEDGED BY:

STUDENT ADVANTAGE, INC.

By: _____
Name: Ralphmond V. Suzzi, Jr.
Title: President

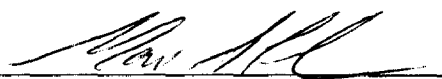
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERACTIVE PARTNERS, LLC

By: 
Marc A. Cohen
Manager

VOICE FX, LLC

By: INTERACTIVE PARTNERS, LLC,
its sole member

By: 
Marc A. Cohen
Manager

ACCEPTED AND ACKNOWLEDGED BY:

STUDENT ADVANTAGE, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT OF INTERACTIVE PARTNERS, LLC

STATE OF PENNSYLVANIA)
COUNTY OF Bucks) ss.

On this 28 day of March, 2003 before me personally appeared MARC A. WHELAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INTERACTIVE PARTNERS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said LIMITED LIABILITY COMPANY, that the said instrument was signed on behalf of said LIMITED LIABILITY COMPANY as authorized by its Board of Directors or Managers, or by its Members and that he acknowledged said instrument to be the free act and deed of said LIMITED LIABILITY COMPANY.

{seal}

Charles L. Dowburd
Notary Public

Notarial Seal
Charles L. Dowburd, Notary Public
Bensalem Twp., Bucks County
My Commission Expires Nov. 1, 2003
Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT OF VOICE FX, LLC

STATE OF PENNSYLVANIA)
COUNTY OF Bucks) ss.

On this 28 day of March, 2003 before me personally appeared MARC A. WHELAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VOICE FX, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said LIMITED LIABILITY COMPANY, that the said instrument was signed on behalf of said LIMITED LIABILITY COMPANY as authorized by its Board of Directors or Managers, or by its Members and that he acknowledged said instrument to be the free act and deed of said LIMITED LIABILITY COMPANY.

{seal}

Charles L. Dowburd
Notary Public

Notarial Seal
Charles L. Dowburd, Notary Public
Bensalem Twp., Bucks County
My Commission Expires Nov. 1, 2003
Member, Pennsylvania Association of Notaries

**SCHEDULE 1
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

SCHEDULE OF PATENTS

| <u>Parent</u> | <u>Ser. No./Reg. No.</u> | <u>Owner of Record</u> |
|--|---------------------------|------------------------|
| EFFICIENT INTERACTIVE VOICE RESPONSE SYSTEM HAVING USER-SPECIFIC DIRECT INFORMATION, ADVERTISING AND SALES DELIVERY CAPABILITY | U.S. Ser. No. 60/019,177 | Voice FX, LLC |
| INTERACTIVE VOICE RESPONSE SYSTEM | U.S. Ser. No. 60/023,258 | Voice FX, LLC |
| METHOD AND APPARATUS FOR DIRECTED ADVERTISING IN AN INTERNET-BASED INFORMATION DISSEMINATION SYSTEM | U.S. Ser. No. 60/023,256 | Voice FX, LLC |
| PROFILE BASED INTERACTIVE SPONSORED INFORMATION DISSEMINATION METHOD AND APPARATUS | U. S. Ser. No. 60/026,307 | Voice FX, LLC |
| RELATIONAL DATABASE DESIGN FOR PRESENTING DIRECTED ADVERTISEMENTS TO CONSUMERS | U.S. Ser. No. 60/024,006 | Voice FX, LLC |
| SPONSORED INFORMATION DISTRIBUTION METHOD AND APPARATUS | U.S. Ser. No. 09/420,002 | Voice FX, LLC |
| SPONSORED INFORMATION DISTRIBUTION METHOD AND APPARATUS | 5,970,124 | Voice FX, LLC |

SCHEDULE OF REGISTERED TRADEMARKS

| Mark | Registration No. | Services |
|------------------------------------|------------------|--|
| VOICE FX | 2100737 | Telecommunications services, namely, interactive voice response telephone services which enable marketers to exchange information with their employees and others in fields such as marketing, sales activity, sales promotions, research, and other relevant information, in Cl. 38 |
| VOICE FX CORPORATION (& Design) | 2183469 | Business information provided via a global computer network and via interactive voice-response telephone, relating to marketing, product sales, business research and sales promotions which enable marketers to exchange information with their employees and others, in Cl. 35 Telecommunications services, namely, interactive voice response telephone services which enable marketers to exchange information with their employees and others in fields such as marketing, sales activity, sales promotions, research, and other relevant information, in Cl. 38 |

The owner of record of each of the trademarks listed above is Voice FX, LLC.

**EXHIBIT A
TO
AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

ASSIGNMENT OF INTELLECTUAL PROPERTY AND GOODWILL

This **ASSIGNMENT** dated the ____ day of _____, ____ from **VOICE FX, LLC**, a Delaware limited liability company ("*Assignor*"), to **STUDENT ADVANTAGE, INC.**, a Delaware corporation (the "*Assignee*"), recites and provides:

WHEREAS, Assignor is the owner of certain service marks, the U.S. federal service mark registrations therefore, and patent applications and registrations, as listed in Schedule 1 hereto ("*Intellectual Property*"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in all such Intellectual Property,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Intellectual Property, including without limitation all proceeds thereof (such as, by way of example, future license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Intellectual Property. Assignor acknowledges that it has granted Assignee the right to secure the assets of Assignor associated with the business symbolized by the Intellectual Property, under separate agreement.

Assignor further agrees to execute such further instruments and documents and perform such further acts, as Assignee may reasonably deem necessary to secure to Assignee the rights herein conveyed.

VOICE FX, LLC

By: _____

Name: _____

Title: _____