

06-02-2003



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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings

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HEET  
-Y 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):

ThinQ Learning Solutions, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other To correct #76/096,948
- Merger
- Change of Name

Execution Date: Reel/Frame 002642/0695

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc.

Internal Address: Suite 200

Street Address: 3687 Mt. Diablo Blvd.

City: Lafayette State: CA Zip: 94549

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) 76/095,948

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: GATX Ventures, Inc.

Internal Address: Attn: Legal Department

Street Address: 16 Munson Road, 5th Floor

City: Farmington State: CT Zip: 06032

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James W. Shaughnessy, In-House Counsel

Name of Person Signing

Signature

5/15/03

Date

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

06/03/2003 6TON11 00000001 76095948

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

01 FC:8521

40.00 OP

TRADEMARK  
REEL: 002743 FRAME: 0482

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

1-6-03

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

1. Name of conveying party(ies):

ThinQ Learning Solutions, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment  
 Security Agreem  
 Other \_\_\_\_\_

Execution Date: 12/27

4. Application number(s):

A. Trademark Applica

76/096,051 76/096,948

Additional number(s) attached  Yes  No

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc.

Internal

Address: Suite 200

Street Address: 3687 Mt. Diablo Blvd.

City: Lafayette State: CA Zip: 94549

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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

B. Trademark Registration No.(s) \_\_\_\_\_

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

Name: GATX Ventures, Inc.

Internal Address: Attn: Legal Department

Street Address: 16 Munson Road, 5th Floor

City: Farmington State: CT Zip: 06032

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65<sup>00</sup>

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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9. Signature.

James W. Shaughnessy, In-House Counsel

Name of Person Signing

  
Signature

12/30/02

Date

Total number of pages including cover sheet, attachments, and document: 1

01/07/2003 GTON11 00000057 76096051

Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 002743 FRAME: 0483

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 27, 2002, is executed by THINQ LEARNING SOLUTIONS, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. ("Secured Party").

A. Pursuant to a Venture Loan and Security Agreement dated as of the date hereof (the "Agreement") between Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules I-A and I-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is:

GATX Ventures, Inc.  
3687 Mount Diablo Blvd., Suite 200  
Lafayette, California 94549

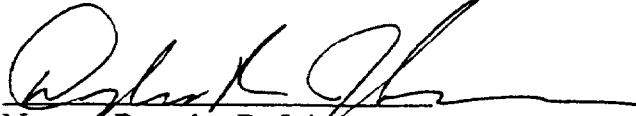
with a copy to:

GATX Ventures, Inc.  
16 Munson Road  
Farmington, CT 06032

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

THINQ LEARNING SOLUTIONS, INC.

By:



Name: Douglas R. Johnson

Title: Chief Financial Officer, Treasurer & Secretary

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
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None.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<b>Trademark Application</b>	<b>Application Number</b>	<b>Application Date</b>
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Q and Design	76/096,051	<u>July 25, 2000</u>
THINQ Learning Solutions	76/096,948	July 25, 2000

GRANT OF SECURITY INTEREST

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