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



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

102529422

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

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
AUG 13 AM 9:19

1. Name of conveying party(ies):

Gene Ed, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: August 1, 2003

2. Name and address of receiving party(ies)

Name: Bridge Bank, N.A.
Internal Address:

Street Address: 2120 El Camino Real
City: Santa Clara State: CA Zip: 95050

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

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)

76/238,562

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: Jennifer Gu

Internal Address:

Street Address: 5201 Great America Pkwy
Suite 320

City: Santa Clara State: CA Zip: 95054

6. Total number of applications and registrations involved:

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

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jennifer Gu
Name of Person Signing

Signature

8/8/03
Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK REEL: 002804 FRAME: 0478

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 1, 2003, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Gene Ed, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of August 1, 2003 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GENE ED, INC.

By: Paul M. Eisler
Name: PAUL M. EISELER
Title: CEO

Address for Notices:

Attn:

209 9th Street
San Francisco, CA 94111
Fax: (415) 861-5170

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Michael J. Field
Name: Michael J. Field
Title: VP

Address for Notices:

Attn: Mike Field

2120 El Camino Real
Santa Clara, CA 95050
Tel: (408) 982-2106
Fax: (408) 982-2112

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B
PATENTS

Description

Registration/Application
Number

Registration/
Application
Date

*SEE ATTACHED
SCHEDULE*

<u>Docket No.</u>	<u>Serial No. Patent No.</u>	<u>Title</u>	<u>Inventors</u>	<u>Filing Date Issue Date Exp. Date</u>	<u>Status</u>	<u>Brief Description</u>
301P	60/199,607	Information Transfer System (Provisional Application)	Sunil Maulik Salil D. Patel	Apr. 25, 2000	Expired - Corresponding U.S. application filed Apr. 25, 2001 (GMS 301) Corresponding PCT application filed Apr. 25, 2001 (GMS 301A)	<u>E-seminars</u> - methods and apparatus for preparing, delivering, and/or presenting information
301P2	60/233,509	Information Transfer System (Provisional Application)	Sunil Maulik Salil D. Patel	Sept. 19, 2000	Expired - Corresponding U.S. application filed Apr. 25, 2001 (GMS 301) Corresponding PCT application filed Apr. 25, 2001 (GMS 301A)	<u>E-seminars</u> - update of GMS 301P
301	09/843,163	Computer-Based Educational System (U.S. Application)	Sunil Maulik Salil D. Patel	Apr. 25, 2001	Awaiting Office action	<u>E-seminars</u> - U.S. national phase application based on GMS 301P/P2 Pub. No. US-2002-0018075-A1 (Feb. 14, 2002)
301A	PCT/US01/13311	Computer-Based Educational System (PCT Application)	Sunil Maulik Salil D. Patel	Apr. 25, 2001	Corresponding national phase applications due Oct. 25, 2002	<u>E-seminars</u> - PCT international application based on GMS 301P/P2 Pub. No.: WO 01/02262 (Nov. 1, 2001)

TRADEMARK

REEL: 002804 FRAME: 0483

<u>Docket No.</u>	<u>Serial No. Patent No.</u>	<u>Title</u>	<u>Inventors</u>	<u>Filing Date Issue Date Exp. Date</u>	<u>Status</u>	<u>Brief Description</u>
302P	60/240,538	Educational System and Method (Provisional Application)	Sunil Maulik Barry Giordano	Oct. 13, 2000	Expired - no corresponding nonprovisional applications, per client	<u>E-seminars w/ complementary toys</u> - systems and methods for education using educational software and complementary teaching aids (e.g., toys) <u>302S</u> - results of corresponding patentability search were reported to client on Aug. 30, 2000
303P	60/240,537	Electronic Procurement System (Provisional Application)	Salil D. Patel Sunil Maulik Jerry Brosnan	Oct. 13, 2000	Expired - Corresponding U.S. application filed Oct. 15, 2001 (GMS 303) Corresponding PCT application filed Oct. 15, 2001 (GMS 303A)	<u>E-procurement system</u> - computer-implemented education and procurement system for use in learning about scientific procedures and procuring products related thereto
303	09/981,647	Computer-Based Education System for Scientific Procedures with Product Procurement Capability (U.S. Application)	Salil D. Patel Sunil Maulik Jerry Brosnan	Oct. 15, 2001	Awaiting Office action	<u>E-procurement system</u> - U.S. national phase application based on GMS 303P Publication expected April 15, 2002
303A	PCT/US01/32255	Computer-Based Education System for Scientific Procedures with Product Procurement Capability (PCT Application)	Salil D. Patel Sunil Maulik Jerry Brosnan	Oct. 15, 2001	Chapter II Demand due May 13, 2002 National phase applications due April 13, 2003	<u>E-procurement system</u> - PCT international application based on GMS 303P Publication expected April 15, 2002

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EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
<i>GENE EO LOGO WITH DISCRIMINATIVE MONIKER "THE SCIENCE YOU NEED TO KNOW"</i>	<i>76/238,562</i>	<i>Oct. 28, 2002</i>