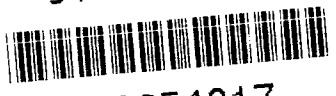


01-27-2004



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

Form **PTO-1594** RE 1  
PATENT & TRADEMARKS (10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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):  
DATAMARK, INC. *1-20-04*

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

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

2. Name and address of receiving party(ies)  
Name: SILICON VALLEY BANK  
Internal Address: HA155  
Street Address: 3003 TASMAN DRIVE  
City: SANTA CLARA State: CA Zip: 95054

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 10/30/2003

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

B. Trademark Registration No.(s) 76-474,846  
75-533,595 76-474,825 76-474,842

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: SILICON VALLEY BANK  
Internal Address: LOAN DOCUMENTATION HA155  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 3003 TASMAN DRIVE  
\_\_\_\_\_  
City: SANTA CLARA State: CA Zip: 95054

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41).....\$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

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

**DO NOT USE THIS SPACE**

9. Signature.  
Maribel Arteaga      Maribel Arteaga      12/24/03  
Name of Person Signing      Signature      Date  
*SH*      Total number of pages including cover sheet, attachments, and document: 7

01/26/2004 LNUELLER 00000221 76474846  
01 FC:8521      40.00 OP  
02 FC:8522      75.00 OP

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

**TRADEMARK**  
**REEL: 002901 FRAME: 0670**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 30, 2003 by and between SILICON VALLEY BANK ("Bank") and DATAMARK, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and eCollege.com (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor and eCollege.com dated October 30, 2003 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor and eCollege.com under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the obligations of Grantor and eCollege.com under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2305 President's Drive  
Salt Lake City, UT 84120  
Attn: \_\_\_\_\_

Address of Bank:

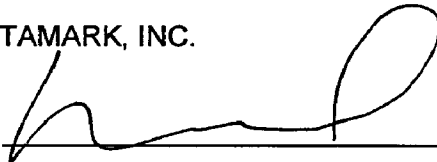
3003 Tasman Drive  
Santa Clara, CA 95054-1191  
Attn: \_\_\_\_\_

GRANTOR:

DATAMARK, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_



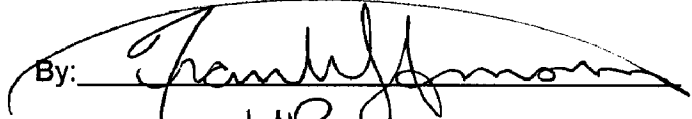
CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_



VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

## Exhibit C

### Trademarks

#### Trademarks and service marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
DATAMARK	Federal	Service Mark No. 75-533595
DATAMARK	Federal	Service Mark No. 76-474825
IN TOUCH, ON TARGET	Federal	Service Mark No. 76-474842
DOG LOGO	Federal	Service Mark No. 76-474846

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date