

08-27-2004

R SHEET



ONLY

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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):
Campus America, Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State TN
 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: June 30, 2004

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation

Internal Address: Suite 3000

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No's

2,395,757 (CampusConnect)
2,390,880 (CampusAmerica)
1,518,478 (Campus America)
2,308,967
1,624,821 (CampusWorld)
1,519,269 (Campus World)
1,514,479 (Poise)
1,140,552 (Poise)

RECEIVED
AUG 24 AM 7:18
OFFICE OF THE
COMMISSIONER

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

Name: MCG Capital Corporation

Internal Address: Legal Affairs Division

08/26/2004 NGETACHE 00000028 2395757

01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

Street Address:
1100 Wilson Boulevard, Suite 3000

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... 8

7. Total fee (37 CFR 3.41):.....\$ 215.00

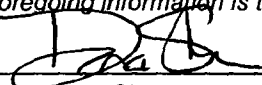
Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State 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.

Dana E. Stern  August 17, 2004

Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 20

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of June 30, 2004, by **CAMPUS AMERICA, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor in such capacity, "Administrative Agent"), as administrative agent for the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor and certain affiliated entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a credit facility consisting of a \$20,000,000 senior secured Term Loan A Facility and a \$10,000,000 senior subordinated Term Loan B Facility; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of June 30, 2004 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of June 30, 2004 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent (for the ratable benefit of the Lenders) an absolute, present, unconditional, continuing security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S. copyrights, associated copyright registrations and applications for copyright registration set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. patents and patent applications set forth on Schedule B attached hereto and divisional applications, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S. trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed) set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

Notwithstanding any term of this IP Security Agreement to the contrary, the collateral assignment of and security interest in a Grantor's interest in contracts, licenses, leases and other agreements with unrelated third-parties shall not apply to any contract, license, lease or other agreement with an unrelated third-party to the extent that it expressly prohibits the granting of a security interest in or the collateral assignment of such Grantor's interest therein and such prohibition is legally enforceable under applicable law; provided, however, that the foregoing exclusion shall not prohibit or otherwise affect the security interests and collateral assignments created by this IP Security Agreement from extending to the proceeds arising from any such contracts, licenses, leases or other agreements or to the monetary value of the goodwill and other general intangibles of such Grantor relating thereto to the extent not prohibited by applicable law.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name,

place and stead of Grantor, from time to time in Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

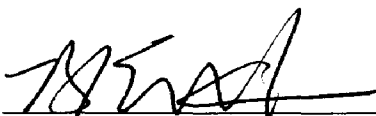
The foregoing power of attorney is coupled with an interest and is irrevocable.

4. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

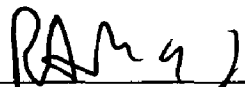
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: 
Name: Mark J. Martines
Title: General Counsel

CAMPUS AMERICA, INC.
(as Grantor)

By: 
Name: Robert A. Maginn, Jr.
Title: Chairman and Secretary

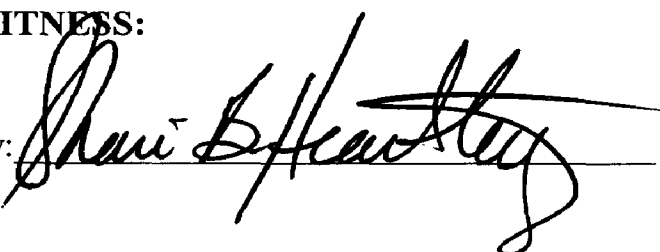
[SEAL]

Address: _____

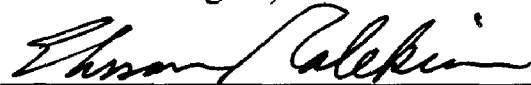
Telephone: () ____-____

Facsimile: () ____-____

WITNESS:

By: 

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: 
Name: E. Peter Malekian
Title: Managing Director

Address: 1100 Wilson Boulevard
Suite 3000
Arlington, VA 22209

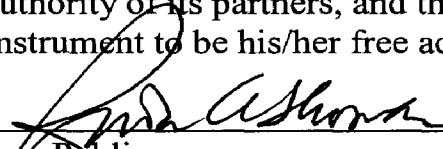
Telephone: (703) 247-7500

Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ALLINGTON :

Before me, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared Robert Maginn, Jr. to me known personally, who, being by me duly sworn, did say that he/she is the Chairman and Secretary of **CAMPUS AMERICA, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **CAMPUS AMERICA, INC.** by authority of its partners, and the said Chairman and Secretary acknowledged said instrument to be his/her free act and deed.



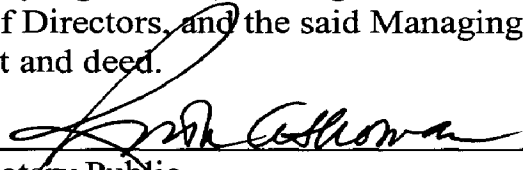
Notary Public

My Commission Expires: My Commission Expires January 31, 2006

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared E. Peter Malekian to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Managing Director acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires January 31, 200

My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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N/A

II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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N/A

SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
N/A			

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
N/A					

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
CampusConnect	United States	2,395,757
CampusAmerica	United States	2,390,880
Campus America	United States	1,518,478
Campus America Design ¹	United States	2,308,967
CampusWorld	United States	1,624,821
Campus World	United States	1,519,269
Poise	United States	1,514,479
Poise	United States	1,140,552

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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N/A

2043010_v1

¹ On August 24, 1999, a recordation cover sheet, together with a copy of Certificate of Amendment of Certificate of Incorporation of Restore, Inc. was submitted to the Assignments Division of the Patent and Trademark Office ("PTO") requesting recordation in the record of Trademark Application No. 75/571,733 of a change of name of the applicant from Restore, Inc. to mybasics.com, Inc. Due to a clerical error at the PTO, the assignment information (change of name) was entered into the record of Trademark Registration 2,308,967 referenced above. On June 15, 2004, Grantor informed the PTO of this issue and requested that the filing be corrected.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of June 30, 2004, by **CAMPUS AMERICA, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor in such capacity, "Administrative Agent"), as administrative agent for the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor and certain affiliated entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a credit facility consisting of a \$20,000,000 senior secured Term Loan A Facility and a \$10,000,000 senior subordinated Term Loan B Facility; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of June 30, 2004 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of June 30, 2004 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent (for the ratable benefit of the Lenders) an absolute, present, unconditional, continuing security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S. copyrights, associated copyright registrations and applications for copyright registration set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. patents and patent applications set forth on Schedule B attached hereto and divisional applications, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S. trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed) set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

Notwithstanding any term of this IP Security Agreement to the contrary, the collateral assignment of and security interest in a Grantor's interest in contracts, licenses, leases and other agreements with unrelated third-parties shall not apply to any contract, license, lease or other agreement with an unrelated third-party to the extent that it expressly prohibits the granting of a security interest in or the collateral assignment of such Grantor's interest therein and such prohibition is legally enforceable under applicable law; provided, however, that the foregoing exclusion shall not prohibit or otherwise affect the security interests and collateral assignments created by this IP Security Agreement from extending to the proceeds arising from any such contracts, licenses, leases or other agreements or to the monetary value of the goodwill and other general intangibles of such Grantor relating thereto to the extent not prohibited by applicable law.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name,

place and stead of Grantor, from time to time in Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

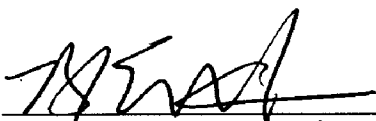
The foregoing power of attorney is coupled with an interest and is irrevocable.

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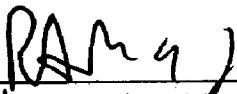
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: 
Name: Mark J. Martines
Title: General Counsel

CAMPUS AMERICA, INC.
(as Grantor)

By: 
Name: Robert A. Maginn, Jr.
Title: Chairman and Secretary

[SEAL]

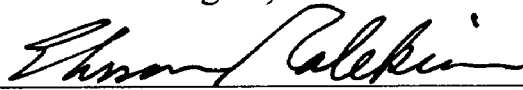
Address: _____

Telephone: () ____-____
Facsimile: () ____-____

WITNESS:

By: 

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: 
Name: E. Peter Malekian
Title: Managing Director

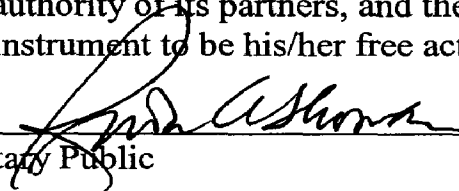
Address: 1100 Wilson Boulevard
Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF Virginia :
 : SS
COUNTY OF ALLINGTON :

Before me, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared Robert Majors, Jr. to me known personally, who, being by me duly sworn, did say that he/she is the Chairman and Secretary of **CAMPUS AMERICA, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **CAMPUS AMERICA, INC.** by authority of its partners, and the said Chairman and Secretary acknowledged said instrument to be his/her free act and deed.



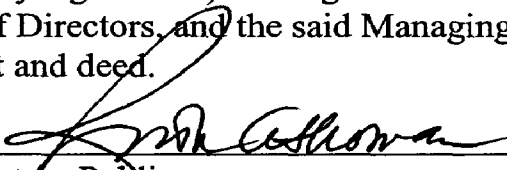
Notary Public

My Commission Expires: _____ **My Commission Expires January 31, 2008**

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared E. Peter Malekian to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Managing Director acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires January 31, 2008

My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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N/A

II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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N/A

SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
N/A			

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
N/A					

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
CampusConnect	United States	2,395,757
CampusAmerica	United States	2,390,880
Campus America	United States	1,518,478
Campus America Design ¹	United States	2,308,967
CampusWorld	United States	1,624,821
Campus World	United States	1,519,269
Poise	United States	1,514,479
Poise	United States	1,140,552

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
N/A					

2043010_v1

¹ On August 24, 1999, a recordation cover sheet, together with a copy of Certificate of Amendment of Certificate of Incorporation of Restore, Inc. was submitted to the Assignments Division of the Patent and Trademark Office ("PTO") requesting recordation in the record of Trademark Application No. 75/571,733 of a change of name of the applicant from Restore, Inc. to mybasics.com, Inc. Due to a clerical error at the PTO, the assignment information (change of name) was entered into the record of Trademark Registration 2,308,967 referenced above. On June 15, 2004, Grantor informed the PTO of this issue and requested that the filing be corrected.