

8-12-05

08-16-2005

FORM PTO-1594 RECO
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



103062827

To the Honorable Commissioner of Pa

attached original documents or copy thereof.

1. Name of conveying party(ies):
ATOMIC DOG PUBLISHING INC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State-Delaware
 Other

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155
Street Address: 3003 Tasman Drive

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

City: Santa Clara State: CA ZIP: 95054

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

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

Execution Date: 7/14/05

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark No.(s)
2519950
2519949
2518567
2948257
2817702

Additional numbers 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 Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41): **\$140.00**
 Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

08/15/2005 DBYRNE 00000155 2519950

01 FC:8521
02 FC:8522

40.00 00
100.00 00

DO NOT USE THIS SPACE

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS
2005 AUG 12 11 41 AM
FINANCE SECTION

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.

Manuel Higuera
Name of Person Signing

Manuel Higuera
Signature

7/28/05
Date

Tracy Walton

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

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

TRADEMARK
REEL: 003207 FRAME: 0592

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ATOMIC DOG PUBLISHING, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations 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:

35 East Seventh Street, Suite 405
Cincinnati, OH 45202

Attn: _____

Address of Bank:

230 W. Monroe, Suite 720
Chicago, IL 60606

Attn: _____

GRANTOR:

ATOMIC DOG PUBLISHING, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A - Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Choices In Sexuality	TX5859995	12/05/03
Services Marketing: Operation, Management, and Strategy	TX5864201	12/05/03
Human Resource Management: A Managerial Tool For Competitive Advantage	TX5864200	12/05/03
Business: Principals, Guidelines, and Practices	TX5864199	12/05/03
American Politics After September 11	TX5864198	12/05/03
Musical Palette: A Fundamental Text	TX5819041	07/23/03
Mathematical Fundamentals of Microeconomics	TX5654305	04/24/02
Psychology: The Discovery Experience	TX5810331	07/23/03
American Government: Politics and Political Culture	TX5810330	07/23/03
The Changing American Presidency: New Perspective on Presidential Power	TX5807522	07/23/03
Distributed Multimedia: Technologies, Applications, and Opportunities In The Digital Information Industry: A Guide For Users and Providers	TX5744626	03/28/02
The Political Economics of Capitalism	TX5745915	03/28/03
International Marketing: Managing Worldwide Operations In A Changing International Environment	TX5743333	03/28/05
America Politics After September 11	TX5743330	03/28/03
Dynamics of Democracy	TX5517783	08/07/01
HRM Ethics: Perspectives For A New Millennium	TX5730107	04/07/03
Essentials of Speech, Language, and Hearing Disorders	TX5729757	04/07/03
Managing Organizations: Principals and Guidelines	TX5729751	04/07/03
Congress: Games and Strategies	TX5698760	03/26/03
Business Protocol: Contemporary American Practice	TX5698758	03/26/03
Nutrition	TX5654378	04/24/02
Psychology: A Journey of Discovery	TX5654377	04/24/02
SticiGui	TX5558665	04/27/01
Marketing In The 21 st Century	TX5539936	04/15/02
Effective Public Relations: A Practical Approach	TX5342679	08/07/01
Economics	TX5335318	04/27/01
Intercultural Communication	TX5335317	04/27/01
Managerial Economics: An Economic Foundation For Business Decisions	TX5335316	04/27/01
Introductory Statistics: Concepts, Models, and Applications	TX5335315	04/27/01
Introduction To Logic: Evaluating Arguments	TX5342542	08/07/01

TRADEMARK



REEL: 003207 FRAME: 0595

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Hybred Media	2,519,950	03/06/01
New Breed Publishing	2,519,949	03/06/01
An Instructor's Best Friend	2,518,567	02/17/00
Atomic Dog Publishing	2,948,257	02/12/00
My Backpack	2,817,702	01/20/00



EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

