

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Student Advantage, LLC		11/09/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive, Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2648005	STUDENT ADVANTAGE SA
Registration Number:	2705861	STUDENT ADVANTAGE
Registration Number:	1813986	STUDENT ADVANTAGE
Serial Number:	78406165	SAM
Serial Number:	76627963	ALUMNI ADVANTAGE
Serial Number:	78299637	UNIVERSITY ADVANTAGE
Serial Number:	78411286	SATECHSTORE
Serial Number:	78299656	COLLEGE ADVANTAGE
Serial Number:	78413252	COLLEGIATE ADVANTAGE
Serial Number:	78429851	YOUR ADVANTAGE EVERYWHERE
Serial Number:	76036731	COLLEGE ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (312)863-7865

900039320

**TRADEMARK
 REEL: 003223 FRAME: 0042**

OP \$290.00 2648005

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3972.034
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	01/09/2006

Total Attachments: 8
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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 9th day of November, 2005 by and between Student Advantage, LLC ("Grantor"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement dated as of June 30, 2005 by and among The CBORD Group, Inc. ("Borrower"), Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, Grantor is a Wholly-Owned Subsidiary of Borrower;

WHEREAS, by virtue of joinder to that certain Security Agreement dated as of June 30, 2005 among Agent, Borrower, CBORD Holding Corp., a Delaware corporation and Grantor (the "Security Agreement"), Grantor has granted to Agent, for its own benefit and the benefit of the Lenders, among other things, a continuing security interest in certain of Grantor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages

and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Grantor hereby assigns, transfers and conveys, effective upon the occurrence of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Grantor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor owned by Grantor after giving effect to the acquisition by Borrower of 100% of the membership interests of

Grantor. Grantor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Grantor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT GRANTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

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

STUDENT ADVANTAGE, LLC


By _____
Its PRESIDENT

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By _____
Its _____

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

STUDENT ADVANTAGE, LLC

By _____
Its _____

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By  _____
Its Chester R. Zara
Director

SCHEDULE A

PATENTS

None

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

TRADEMARKS

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Student Advantage, LLC	STUDENT ADVANTAGE SA and Design	2,648,005	05/25/2000
Student Advantage, LLC	STUDENT ADVANTAGE	2,705,861	04/15/2003
Student Advantage, LLC	STUDENT ADVANTAGE	1,813,986	07/20/1992
Student Advantage, LLC	SAM	78/406,165	04/22/04
Student Advantage, LLC	ALUMNI ADVANTAGE	76/627,963	01/13/05
Student Advantage, LLC	UNIVERSITY ADVANTAGE	78/299,637	09/12/03
Student Advantage, LLC	SATECHSTORE and Design	78/411,286	04/30/04
Student Advantage, LLC	COLLEGE ADVANTAGE	78/299,656	09/12/03
Student Advantage, LLC	COLLEGIATE ADVANTAGE	78/413,252	05/05/04
Student Advantage, LLC	YOUR ADVANTAGE EVERYWHERE and Design	78/429,851	06/04/04
Student Advantage, LLC	COLLEGE ADVANTAGE	76/036,731	04/28/02