

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
LEARN.COM, INC.		07/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3353 PEACHTREE ROAD, N.E.
Internal Address:	SUITE M-10, ATTN: DALE KIRKLAND
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2621855	LEARN2UNIVERSITY
Registration Number:	1857965	LEARN-2-
Registration Number:	2186455	STREAM MAKER
Registration Number:	2291230	STRUNNER
Registration Number:	2310277	THE ANSWER CENTER
Registration Number:	2384797	THE ABILITY UTILITY
Registration Number:	2389425	LEARNLETS
Registration Number:	2542096	2TORIALS
Registration Number:	2691801	LEARN.COM
Registration Number:	2735735	LEARN2.COM
Registration Number:	2442263	THE SMARTEST PLACE ON THE WEB
Registration Number:	2699107	LEARN.COM
Registration Number:	2813055	COURSEMAKER

OP \$640.00 2621855

Registration Number:	2856016	LEARNCENTER
Serial Number:	75910607	MIND OPERATING SYSTEM
Serial Number:	76010083	MINDOS
Serial Number:	78629346	HIRE ED
Serial Number:	78799080	CLIENTCENTER
Serial Number:	78864190	WEBROOM
Serial Number:	78873228	GOVCENTER
Serial Number:	78873289	SUCCESSCENTER
Serial Number:	78886834	FROM PRE-HIRE TO RETIRE
Serial Number:	78629493	LEARN2
Registration Number:	2837624	MENTOR
Registration Number:	2837623	MENTOR

CORRESPONDENCE DATA

Fax Number: (404)962-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-885-3697
Email: trademarks@troutmansanders.com
Correspondent Name: Anne E. Yates, Esq.
Address Line 1: 600 Peachtree Street, N.E.
Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.658
NAME OF SUBMITTER:	Anne E. Yates, Esq.
Signature:	/aey/
Date:	07/31/2006

Total Attachments: 6
source=Learn.com, Inc. I.P. Security Agreement#page1.tif
source=Learn.com, Inc. I.P. Security Agreement#page2.tif
source=Learn.com, Inc. I.P. Security Agreement#page3.tif
source=Learn.com, Inc. I.P. Security Agreement#page4.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 28, 2006 by and between SILICON VALLEY BANK ("Bank") and LEARN.COM, 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 of even date herewith (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 and Patents 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 and Trademarks listed on Schedules A, B and C 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 caused 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:

14000 NW 4th Street
Sunrise, FL 33325
Attn: Jim Riley

GRANTOR:

LEARN.COM, INC.

By: [Signature]

Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326
Attn: Dale Kirkland

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused 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:

14000 NW 4th Street
Sunrise, FL 33325
Attn: Jim Riley

GRANTOR:

LEARN.COM, INC.

By: _____

Title: _____

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326
Attn: Dale Kirkland

BANK:

SILICON VALLEY BANK

By: *Dale Kirkland*

Title: *Sr. Vice President*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Computer Program and User's Manual	TX5730423	3/18/2003

EXHIBIT B

Patents

<u>Description</u>	<u>Issuance/Application (Publication) Number</u>	<u>Issuance/ Application Date</u>
ELECTRONIC COURSE GENERATION SYSTEMS AND METHODS	11/098,132 (20050177574)	04/04/2005
NETWORK CONFERENCE SYSTEM USING LIMITED BANDWIDTH TO GENERATE LOCALLY ANIMATED DISPLAYS	5,963,217	10/05/1999
A SYSTEM AND METHOD FOR STREAMING MULTIMEDIA DATA	5,995,091	11/30/1999
SYSTEM AND METHOD FOR AUTOMATIC ANIMATION GENERATION	6,433,784	08/13/2002
SYSTEM AND METHOD FOR AUTOMATIC ANIMATION GENERATION	6,636,219	10/21/2003
NETWORK CONFERENCE SYSTEM USING LIMITED BANDWIDTH TO GENERATE LOCALLY ANIMATED DISPLAYS	10/439,926	05/16/2003
ELECTRONIC NOTE TAKING SYSTEM AND METHODS	09/637,388	08/11/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LEARN2UNIVERSITY	2621855	09/17/2002
LEARN-2-	1857965	10/11/1994
STREAM MAKER	2186455	09/01/1998
STRUNNER	2291230	11/09/1999
THE ANSWER CENTER	2310277	01/25/2000
THE ABILITY UTILITY	2384797	09/12/2000
LEARNLETS	2389425	09/26/2000
2TORIALS	2542096	02/26/2002
LEARN.COM	2691801	03/04/2003
LEARN2.COM	2735735	07/15/2003
THE SMARTEST PLACE ON THE WEB	2442263	4/10/2001
LEARN.COM	2699107	3/25/2003
COURSEMAKER	2813055	2/10/2004
LEARNCENTER	2856016	6/22/2004
MIND OPERATING SYSTEM	75910607	2/5/2000
MINDOS	76010083	3/27/2000
HIRE ED	78629346	5/13/2005
CLIENTCENTER	78799080	1/25/2006
WEBROOM	78864190	4/18/2006
GOVCENTER	78873228	5/1/2006
SUCCESSCENTER	78873289	5/1/2006
FROM PRE-HIRE TO RETIRE	78886834	5/25/2006
LINKSU	75844509	11/9/1999 (Abandoned)
COURSECREATOR	75844508	11/9/1999 (Abandoned)
LEARN2	78629493	5/13/2006
MENTOR	2837624	5/04/2004
MENTOR	2837623	5/04/2004