

04-17-2007

U.S. DEPARTMENT OF

United States Patent and Trademark Office



103395935

To the Director of the U.S. Patent and Trademark Office

Attached documents or the new address (es) below.

1. Name of conveying party(ies):
Agile Mind Educational Holdings, Inc.

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

4-13-07

Name: **Silicon Valley Bank**

- Individual(s)
- General Partnership
- Association
- Limited Partnership

Internal Address

Street Address: **3003 Tasman Drive**

- Corporation-State
- Other

City: **Santa Clara**

State: **CA**

Country: **USA**

Zip: **95054**

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **1/25/07**

- Assignment
- Security Agreement
- Merger
- Change of Name

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

Other :

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/430,942 ; 76/430,943 ; 76/430,944 ; 76/430,945 ; 76/430,946

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **cquiamba@svb.com**

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

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 140.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

APR 13 AM 11:39
 OPR/FINANCE
 04/16/2007 NJAH1 00000033 76430942 40.00 DP 100.00 DP

9. Signature

Cecile Quiambao
Signature

04/05/07
Date

Cecile Quiambao
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 003527 FRAME: 0535**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of January ^{25th} 2007 (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **AGILE MIND EDUCATIONAL HOLDINGS, INC.** a Delaware corporation ("Grantor").

RECITALS

- A. Bank has made advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings for such terms set forth in the Loan Agreement.
- B. The Loan Agreement provides a condition to the availability of the credit facility referred to therein, that Grantor grant to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

GRANTOR:

SILICON VALLEY BANK

AGILE MIND EDUCATIONAL HOLDINGS, INC., a Delaware corporation

Melissa McFar
(Signature)

[Handwritten Signature]
(Signature)

Relationship Manager
(Title)

COO
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Agile Mind	76/436,942	Aug 2002
Think5	76/436,943	Aug 2002
Agile Teacher	76/436,944	Aug 2002
Agile Learner	76/436,945	Aug 2002
ThinkFive	76/436,946	Aug 2002

EXHIBIT D

Mask Works

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
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