

08-08-2007

United States Patent and Trademark Office



103434744

Attached documents or the new address (es) below.

To the Director of the U.S. Pat

1. Name of conveying party(ies):
SILICON VALLEY BANK

2. Name and address of receiving party(ies):

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

Name: **Real Education, Inc.**

Internal Address

Street Address: **4900 S. Monaco Street**

City: **Denver**

State: **CO**

Country: **USA**

Zip: **80237**

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

- Corporation-State
- Other

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

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

Execution Date(s): **July 26, 2007**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

- 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)

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)

2247134

2271931

2260928

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: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

- 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

9. Signature.

Signature

July 26, 2007

Date

Susana Valdivia

Name of Person Signing

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

00000046 2247134

08/07/2007 NJAM1

40.00 OP
50.00 OP

01 FC:8521
02 FC:8522

FINANCE SECTION

1007 AUG -6 PM 3:03

OFFICE OF PUBLIC RECORDS

8.6.07

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

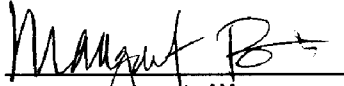
TRADEMARK
REEL: 003601 FRAME: 0301

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Real Education, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, November 2, 1998, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 15, 1999, Reel 1840, Frame 0850.

Dated: **July 26, 2007**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 2, 1998 by and between SILICON VALLEY BANK ("Bank") and Real Education, 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 November 2, 1998 (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

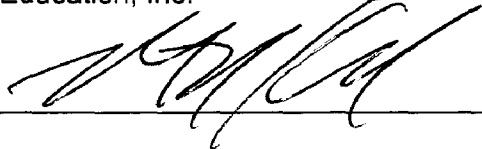
To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules 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.

GRANTOR:

Real Education, Inc.

By: 

Title: _____

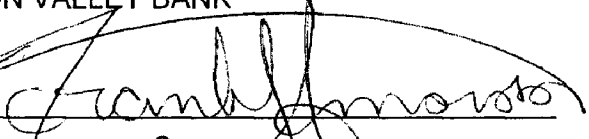
Address of Grantor:

10200 A East Girard Avenue
Denver, CO 80231

Attn: John Helmick

BANK:

SILICON VALLEY BANK

By: 

Title: AVP

Address of Bank:

4430 Arapahoe Ave., Ste. 225
Boulder, CO 80303

Attn: _____

EXHIBIT A

Copyright Applications and Copyright Registrations

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Real Education	75/324,575	10/5/98
Real Education and Red & Blue Logo	75/483,537	5/12/98
Real Education and B&W Logo	75/483,641	5/12/98
Real Education System	application pending	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE