

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Learn.com, Inc.		11/25/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	3306408	AUTOPRAISE
Registration Number:	3257946	CLIENTCENTER
Registration Number:	3369010	CLIENT CHOICE
Registration Number:	2813055	COURSEMAKER
Registration Number:	2588494	
Registration Number:	3352448	DEVCENTER
Registration Number:	3329298	FROM PRE-HIRE TO RETIRE
Registration Number:	3288092	GOVCENTER
Registration Number:	3144739	HIRE ED
Registration Number:	2699107	LEARN.COM
Registration Number:	3119842	LEARN2
Registration Number:	2735735	LEARN2.COM
Registration Number:	2621855	LEARN2UNIVERSITY
Registration Number:	2856016	LEARNCENTER

**CH \$1040.00 3306408**

Registration Number:	3286345	LEARNCENTER
Registration Number:	3284403	LEARNCENTER
Registration Number:	2389425	LEARNLETS
Registration Number:	2837624	MENTOR
Registration Number:	2837623	MENTOR
Registration Number:	3422126	PEOPLECENTER
Registration Number:	3288093	SUCCESSCENTER
Registration Number:	3306191	TALENTMANAGEMENTALERT
Registration Number:	2384797	THE ABILITY UTILITY
Registration Number:	2310277	THE ANSWER CENTER
Registration Number:	2442263	THE SMARTEST PLACE ON THE WEB
Registration Number:	3348494	WEBPAD
Registration Number:	3282876	WEBROOM
Registration Number:	3490629	WEBROOMINAR
Serial Number:	77520564	APPMARKET
Serial Number:	77024294	BOARDCENTER
Serial Number:	77192118	FORMFLOW
Serial Number:	77020703	JOB SCORE
Serial Number:	78948604	LEARN.COM
Serial Number:	77520559	PEOPLECENTER
Serial Number:	77020889	SKILL SCORE
Serial Number:	77020885	TALENT SCORE
Serial Number:	77375034	TUTORIALS.COM
Serial Number:	78942319	WEBFLOW
Serial Number:	78958952	WEBROOMINAR
Serial Number:	77020698	WORKFORCE PRODUCTIVITY
Serial Number:	77020015	X

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8120800
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/18/2008

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 25<sup>th</sup> day of November, 2008 by and between **LEARN.COM, INC.**, a Delaware corporation, with offices at 14001 NW 4<sup>th</sup> Street, Sunrise, Florida 33325 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated of even date herewith, by and between Grantor and Lender (as may be amended from time to time, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Intellectual Property Collateral (as defined therein).

**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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business and licensed software programs incorporated into Grantor's software programs.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, except as detailed in the Perfection Certificate, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be

abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Intentionally Deleted.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH

PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.




EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantor:**

14001 NW 4<sup>th</sup> Street  
Sunrise, Florida 33325

**GRANTOR:**

LEARN.COM, INC.

By:  \_\_\_\_\_

Name: JAMES RILEY

Title: PRESIDENT

SILICON VALLEY BANK

By:  \_\_\_\_\_

Name: Jay T. Tracy

Title: Vice President

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated November 25, 2008.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
\ LearnCenter platform v.6	TX-5-730-423	18-Mar-2003
LearnCenter platform v.10.0.1.106	TX-6-604-822	3-Jul-2007

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
None				

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
LearnCenter platform				
v. 11.10.1.78	N/A	10/12/2008	N/A	N/A
v. 11.1.7.64	N/A	7/27/2008	N/A	N/A
v. 11.4.1.40	N/A	4/21/08	N/A	N/A
v. 11.2.1.20	N/A	3/2/08	N/A	N/A
v. 11.1.1.6	N/A	1/27/08	N/A	N/A
v. 11.1.1.1	N/A	1/13/08	N/A	N/A
v. 10.12.1.210	N/A	12/21/07	N/A	N/A
v. 10.12.1.209	N/A	12/15/07	N/A	N/A
v. 10.12.1.206	N/A	12/12/07	N/A	N/A
v. 10.12.1.205	N/A	12/11/07	N/A	N/A
v. 10.12.1.204	N/A	12/9/07	N/A	N/A
v. 10.9.1.166	N/A	9/16/07	N/A	N/A
v. 10.7.1.143	N/A	7/17/07	N/A	N/A

v. 10.0.1.130	N/A	6/23/07	N/A	N/A
v. 10.0.1.122	N/A	6/9/07	N/A	N/A
v. 10.0.1.113	N/A	5/11/07	N/A	N/A
v. 10.0.1.101	N/A	3/9/07	N/A	N/A
v. 10.0.0.90	N/A	2/6/07	N/A	N/A
v. 10.0.0.89	N/A	1/31/07	N/A	N/A
v. X	N/A	12/30/06	N/A	N/A
v. 9.3	N/A	6/17/06	N/A	N/A
v. 9.2	N/A	3/25/06	N/A	N/A
v. 9.1	N/A	1/27/06	N/A	N/A
v. 9.0	N/A	1/6/06	N/A	N/A
v. 8.11	N/A	9/29/05	N/A	N/A
v. 8.10	N/A	8/10/05	N/A	N/A
v. 8.9	N/A	6/27/05	N/A	N/A
v. 8.8	N/A	2/22/05	N/A	N/A
WebRoom platform	N/A	12/2006	N/A	N/A
Marketing materials	N/A	Various	N/A	N/A

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated November 25, 2008.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
<u>Electronic Course Generation Systems and Methods</u>		<u>U.S.</u>	<u>11/098,132</u>	<u>4-Apr-2005</u>	<u>Pending</u>
<u>Network Conference System Using Limited Bandwidth to</u> <u>Generate Locally Animated Displays</u>		<u>U.S.</u>	<u>10/439,926</u>	<u>16-May-2003</u>	<u>Appeal</u>
<u>Electronic Note Taking Systems and Methods</u>		<u>U.S.</u>	<u>09/637,388</u>	<u>11-Aug-2000</u>	<u>Abn*</u>
<u>System and Method for Automatic Animation Generation</u>		<u>U.S.</u>	<u>6,636,219</u>	<u>26-Feb-1998</u>	<u>Granted</u>
<u>System and Method for Automatic Animation Generation</u>		<u>U.S.</u>	<u>6,433,784</u>	<u>09-Jul-1998</u>	<u>Granted</u>
<u>System and Method for Streaming Multimedia Data</u>		<u>U.S.</u>	<u>5,995,091</u>	<u>10-May-1998</u>	<u>Granted</u>
<u>Network Conference System Using Limited Bandwidth to</u> <u>Generate Locally Animated Displays</u>		<u>U.S.</u>	<u>5,963,217</u>	<u>18-Nov-1996</u>	<u>Granted</u>

\* Unintentionally abandoned, will petition to reinstate within timeframe.

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated November 25, 2008.

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
AppMarket	US	77/520,564	N/A	Pending
AutoPraise	US	77/142,113	3,306,408	Registered
BoardCenter	US	77/024,294	N/A	Pending
ClientCenter	US	78/799,080	3,257,946	Registered
Client Choice	US	77/192,121	3,369,010	Registered
CourseMaker/Des	US	78/217,029	2,813,055	Registered
Design Only (Mentor)	US	76/333,644	2,588,494	Registered
DevCenter	US	78/958,902	3,352,448	Registered
FormFlow	US	77/192,118	N/A	Pending
From Pre-Hire to Retire	US	78/886,834	3,329,298	Registered
GovCenter	US	78/873,228	3,288,092	Registered
Hire Ed	US	78/629,346	3,144,739	Registered
JobScore	US	77/020,703	N/A	Pending
Learn.com	US	75/843,269	2,699,107	Registered
Learn.com	US	78/948,604	N/A	Pending
Learn2/Des	US	78/629,493	3,119,842	Registered
Learn2.com	US	75/595,957	2,735,735	Registered
Learn2University	US	75/898,886	2,621,855	Registered
LearnCenter/Des	US	78/258,135	2,856,016	Registered
LearnCenter	US	78/946,426	3,286,345	Registered
LearnCenter	US	77/020,415	3,284,403	Registered
Learnlets	US	75/666,643	2,389,425	Registered
Mentor	US	76/180,490	2,837,624	Registered
Mentor	US	76/180,489	2,837,623	Registered
PeopleCenter	US	77/520,559	N/A	Pending
PeopleCenter/Des	US	77/257,173	3,422,126	Registered
Skill Score	US	77/020,889	N/A	Pending
SuccessCenter	US	78/873,289	3,288,093	Registered
Talent Score	US	77/020,885	N/A	Pending
TalentManagementAlert	US	77/095,292	3,306,191	Registered
The Ability Utility	US	75/595,959	2,384,797	Registered
The Answer Center	US	75/356,193	2,310,277	Registered
The Smartest Place on the Web	US	75/842,731	2,442,263	Registered
Tutorials.com	US	77/375,034	N/A	Pending
WebPad	US	78/933,822	3,348,494	Registered
WebFlow	US	78/942,319	N/A	Pending
WebRoom	US	78/864,190	3,282,876	Registered
WebRoominar	US	78/950,304	3,490,629	Registered
WebRoominar	US	78/958,952	N/A	Pending
Workforce Productivity	US	77/020,698	N/A	Pending
X/Des	US	77/020,015	N/A	PendingLearn.com
	Canada	1,336,885	N/A	Pending
LearnCenter	Canada	1,336,886	N/A	Pending
WebRoom	Canada	1,336,884	N/A	Pending
CourseMaker/Des	Europe	A0006276	915399	Registered

Learn.com	Australia, Singapore	A0005570	906997	Registered
LearnCenter	Australia, China, Europe, Singapore	A0005467	904229	Registered

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated November 25, 2008.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

N/A

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated November 25, 2008.

**EXHIBIT "E"**

**LICENSES**

Not required



1113210.2