

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
Embark Corp.		06/12/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PYX Company Limited, as Collateral Agent		
Street Address:	520 Ain El Meraysa		
Internal Address:	Flat 12, Corniche Garden		
City:	Beirut		
State/Country:	LEBANON		
Entity Type:	CORPORATION: VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2363699	COLLEGEEDGE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	340801-00003		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 2363699

Address Line 4:

NAME OF SUBMITTER:

Kristin Brozovic

Signature:

/Kristin Brozovic/

Date:

06/29/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of June, 2009 by Embark Corp., a Delaware corporation ("Grantor"), in favor of PYX Company Limited, a British Virgin Islands corporation, in its capacity as Collateral Agent for the benefit of itself and Holder (as defined in the Note described below) (together with its successors and assigns in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, on June 12, 2009, Holder purchased from Grantor that certain Senior Secured Term Note of even date herewith in an original principal amount of \$2,100,000 (as the same may be amended, supplemented, restated or modified and in effect from time to time, the "Note");

WHEREAS, the Note was acquired by Holder and Holder made certain financial accommodations to Grantor pursuant to a Securities Purchase Agreement of even date hereof among Grantor, Embark Online, Inc., a Delaware corporation, Holder, Longview Marquis Master Fund, L.P., a British Virgin Islands limited partnership, and Summerview Marquis Fund, L.P., a Delaware limited partnership (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Embark Online, Inc., a Delaware corporation, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Grantee and Holder, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof; and

WHEREAS, to induce Holder to make financial accommodations to the Grantor under the Purchase Agreement and the Note, Grantor has agreed to pledge and grant a security interest in all of its right, title and interest in and to the Trademark Collateral (as hereinafter defined) as security for its Liabilities (as defined in the Security Agreement) for the benefit of the Grantee, Holder and their respective successors and assigns.

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

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Liabilities, Grantor hereby grants to Grantee, for its benefit and the benefit of Holder, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

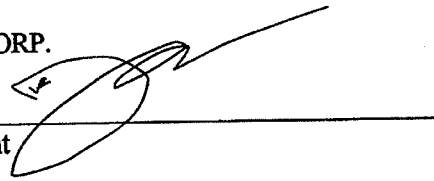
(iii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EMBARK CORP.

By: _____
Its: President

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right, positioned over a horizontal line.

Agreed and Accepted
As of the Date First Written Above

PYX COMPANY LIMITED, a British Virgin
Islands corporation, in its capacity as collateral
agent for Holder

By: 
Name: Ahmad Tayeb
Title: Director and Senior Officer

Trademark Security Agreement

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CollegeEdge	2,363,699	July 4, 2000

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.