

08-31-1999

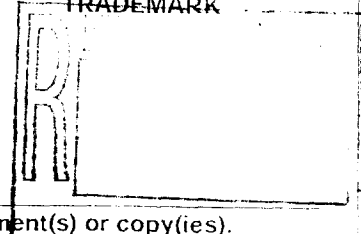


8/26/99

RE

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TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

08/31/1999 DMUYEN 00000004 122315 75441115

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001951 FRAME: 0040

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/441,115"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,813,986"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Susan M. Mulholland
Name of Person Signing

S.M. Mulholland
Signature

8/25/99
Date Signed

COLLATERAL ASSIGNMENT OF SERVICE MARK

WHEREAS, STUDENT ADVANTAGE, INC., a Delaware corporation with its principal place of business at 280 Summer Street, Boston, Massachusetts 02210 ("Assignor") has executed and delivered a Security Agreement dated as of March 31, 1999 (hereinafter, the "Security Agreement") to:

USTRUST
30 Court Street
Boston, Massachusetts 02108

(hereinafter, the "Bank"); and

WHEREAS, Assignor has adopted, used and is using and, to the best of its knowledge, is the sole owner of the entire right, title and interest in and to the service mark "STUDENT ADVANTAGE" registered in the United States Patent and Trademark Office (the "PTO") under Registration Number 1,813,986 and to the service mark "STUDENT ADVANTAGE NEXT STEPS", the subject of a pending application in the PTO under Serial Number 75/441,115 (the "Service Marks"), and Assignor is the sole owner of the entire right, title and interest in and to any and all certificates of registration issued by the PTO for the Service Marks; and

WHEREAS, under the provisions of the Security Agreement, in consideration of the loan of certain funds (the "Loan") pursuant to a Loan Agreement of even date herewith between Assignor and the Bank (the "Loan Agreement"), Assignor has granted and conveyed to the Bank a security interest (the "Security Interest") in and to certain collateral including all right, title and interest of Assignor in, to and under all service marks (including without limitation, the Service Marks) at any time owned by Assignor, and the business and goodwill symbolized thereby; and

WHEREAS, Assignor has agreed in the Security Agreement to execute all documents that the Bank may at any time request reasonably related to perfecting or better assuring the security interest of the Bank in the collateral, and pursuant to such provisions, the Bank has requested Assignor to execute this Assignment;

NOW, THEREFORE, for good and adequate consideration, including said Loan, receipt and sufficiency of which is hereby acknowledged, and in furtherance of the terms and conditions set forth in the Security Agreement, Assignor does hereby assign unto the Bank, its successors and assigns, the entire right, title and interest throughout the United States, its territories and all foreign countries in and to the Service Marks and the registrations thereof, as set forth above, together with the goodwill of the business symbolized by such Service Marks, and all renewals and extensions of the registrations thereof, together with all rights of action and recovery for past, present and future infringements or dilution of or damage or injury to such Service Marks or the registrations thereof, provided, however, that such assignment shall take effect only upon (i) the occurrence of an Event of Default as defined in the Loan Agreement, and (ii) written notice from the Bank to the Assignor, at the address set forth above, that such assignment is effective.

In addition, Assignor hereby irrevocably appoints the Bank, and each officer thereof, its true and lawful attorney with full power of substitution, in the name of the Bank or in the name of Assignor, or otherwise, for the sole benefit of the Bank, but at the expense of Assignor, without notice to or demand upon Assignor, to execute any assignment of the Service Marks or any other document or instrument with respect to or otherwise in connection with the Service Marks, or to take any other actions with respect to the Service Marks as the Bank may deem necessary or appropriate to secure the Bank's rights under the Security Agreement, provided, however, that such appointment shall take effect only upon the occurrence of an Event of Default as defined in the Loan Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the 31st day of March, 1999.

STUDENT ADVANTAGE, INC.

By: Christopher B. Adams

Name: Christopher B. Adams

Title: V.P. Finance & Administration

Commonwealth of Massachusetts
County of Suffolk

On this 3rd day of April 1999, personally appeared before me Chris Andrews, known to me to be the V.P. Finance & Administration of Student Advantage, Inc., the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

Karen McLaughlin
Notary Public