

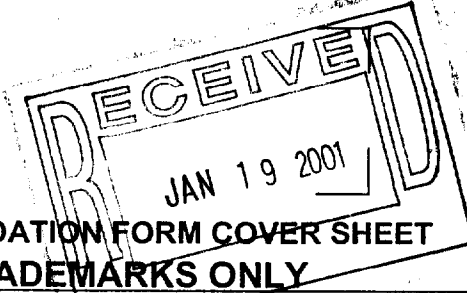
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



1-19-01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75521618

- 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)

State/Country

Zip Code

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

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.)

01/29/2001 04HMD1 00000199 75521618

FOR OFFICE USE ONLY

01 FEB:483 40.00 OP
02 FEB:482 75.00 OP

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: 002222 FRAME: 0188

Domestic Representative Name and Address

Enter for the first Receiving Party only

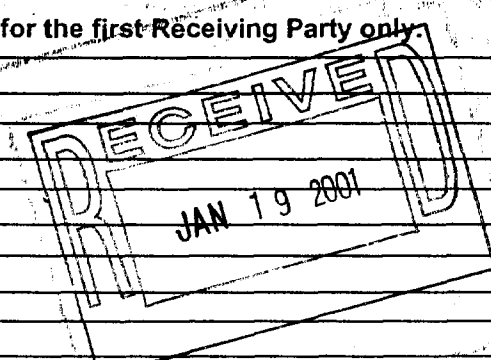
Name

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="75521618"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75827347"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75521614"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1382088"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Lora A. Moffatt

A handwritten signature in dark ink, appearing to read "Lora A. Moffatt", written over a horizontal line.

1/16/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

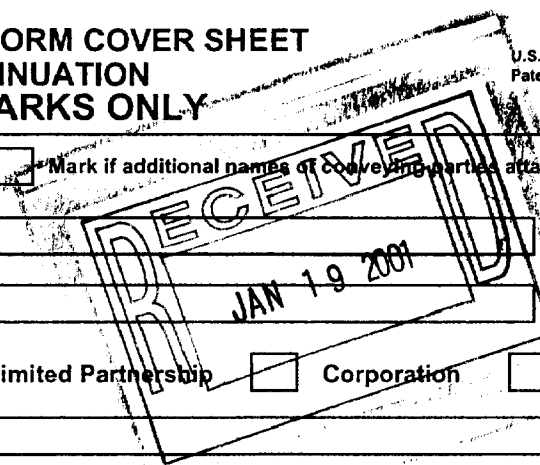
Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization



Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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Trademark Application Number(s)

Registration Number(s)

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CONTINUING SECURITY INTEREST AND COLLATERAL
ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS CONTINUING SECURITY INTEREST AND COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Assignment") is made as of December 20, 2000, by and between ODYSSEY FUND, a New York limited partnership, as Agent for the benefit of all Lenders (the "Agent"), and DISCOURSE TECHNOLOGIES, INC., a Delaware corporation (the "Assignor").

W I T N E S S E T H

WHEREAS, pursuant to a certain Financing Agreement of even date herewith (the "Financing Agreement") among Agent, Lenders and Assignors, Lenders have agreed to make certain loans to Assignor; and

WHEREAS, the Financing Agreement and other Transaction Documents grant to Lenders a security interest in certain of the Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademark and service mark and registrations and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill.

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

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to the Agent, on behalf of the Lenders, a security interest effective immediately, in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(i) United States and foreign patents and patent applications, including, without limitation, the inventions and improvement described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof and the reissues, reexamination and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign patents and patent applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing United States and foreign patents and patent applications are sometime hereinafter individually and/or collectively referred to as the "Patents");

(ii) trademarks, service marks, trademark registrations, service mark registrations, trademark and service mark applications, trade names, trade dress, logos and company names including, without limitation, the trademarks and applications listed on Schedule B attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing trademarks, service marks, trademark registrations,

service mark registrations, trademark and service mark applications, tradenames, trade dress, logos and company names are sometimes hereinafter individually and/or collectively referred to as the "Trademarks";

(iii) copyrightable works and copyrights, including, without limitation, the copyright registrations and applications listed on Schedule C attached hereto and made a part hereof and the renewals thereof and all Income, royalties, damages and payments now and hereafter due and/or payable under all copyrights and copyright applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter referred to as the ("Copyrights");

(iv) any license agreement in which the Assignor is or becomes licensed to use a patent, trademark, copyright, know-how, trade secret, or customer information of any other person including, without limitation, the license agreements listed on Schedules A, B and C attached hereto and made a part hereof (all the foregoing are referred to as the "Licenses"); and

(v) the goodwill of the Assignor's business connected with and symbolized by the Trademarks.

2. Assignment of Patents. In addition to all other rights granted to Lenders under the Financing Agreement, all other Transaction Documents and this Assignment, the Assignor hereby sells, assigns, transfers and sets over to the Agent, for the benefit of the Lenders, for collateral purposes only, the Assignor's entire right, title and interest in and to all Patents and any renewal, reexamination or re-issuance or extension thereof.

3. Assignment of Copyrights and Trademarks. In addition to all other rights granted to Lenders under the Financing Agreement, all other Transaction Documents and this Assignment, the Assignor hereby sells, assigns, transfers, and sets over to the Agent, for the benefit of the Lenders, for collateral purposes only, the Assignor's entire right, title and interest in and to all Copyrights and Trademarks (including the goodwill of the Assignor's business connected with and symbolized by the Trademarks).

4. Assignment of Licenses. In addition to all other rights granted to Lenders under the Financing Agreement, all other Transaction Documents and this Assignment, Assignor further sells, assigns, transfers and sets over to the Agent, for the benefit of the Lenders, for collateral purposes only, any and all rights of the Assignor under the Licenses and any License agreement with any other party, whether the Assignor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by the Assignor and now or hereafter covered by such License and agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fall to take any action, which could affect the validity or enforcement of the rights transferred to the Agent, for the benefit of the Lenders, under this Assignment, which rights are used or usable in the conduct of such Assignor's business. The Assignor hereby covenants that it will immediately notify the Agent if any Patent, Trademark or Copyright shall at any time hereafter become subject to such license agreement and that it will promptly provide the Agent with full identification thereof and with such further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purposes of this Section 5.

5. Royalties, Terms. The Assignor hereby agrees that the use by Lenders of all Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from any Lenders or the Agent to the Assignor. The term of the assignments granted herein shall extend until the expiration of each of the respective Patents, Copyrights, Trademarks and Licenses assigned hereunder, or until the Obligations have been finally paid in full and the Amended Loan Agreement terminated, whichever first occurs. Notwithstanding anything to the contrary herein, the assignments pursuant to Sections 2, 3 and 4 herein shall only become effective upon the occurrence of (i) an acceleration of the Obligations under the Financing Agreement or (ii) any event constituting an Event of Default thereunder and the initiation by Lenders of any actions under the Financing Agreement or the other Transaction Documents to enforce its rights or remedies (including non-judicial rights and remedies) under the Financing Agreement or any other Transaction Document.

6. Reports of Applications. The Patents, Trademarks, Copyrights and Licenses constitute all of the Patents, Trademarks, Copyrights and Licenses now owned or used by the Assignor. The Assignor shall provide the Agent on a quarterly basis with a list of all new applications for United States and foreign letters patent, trademarks or copyrights and licenses granted or entered into and a list of the issuance of any letters patent and/or registered trademarks or copyrights on its applications, which new applications, patents, trademarks, copyrights and licenses shall be subject to the terms and conditions of the Financing Agreement and this Assignment.

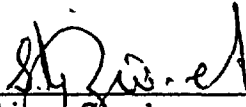
7. Effect on Amended Loan Agreement, Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of any Lender or the Agent under the Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent, for the benefit of the Lenders, with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Financing Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

8. Binding Effect, Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent and each Lender and their respective successors and assigns.

9. Applicable Law; Severability. This assignment shall be construed in all respects in accordance with, and governed by, all of the provisions of the Wisconsin Uniform Commercial Code and by the other internal laws (as opposed to conflicts of laws provisions) of the State of Wisconsin, except for the perfection and enforcement of security interests and liens in other jurisdictions, which shall be governed by the laws of those jurisdictions or, as applicable, by the laws of the United States of America. Whenever possible, each provisions of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment she be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

DISCOURSE TECHNOLOGIES, INC.



By: Shimon Ziv-el
Title: President

ACCEPTED and AGREED TO:
ODYSSEY FUND
as Agent and Lender



By: Ann Partlow
Title: Authorized Signatory

Patent Applications:

1. 60/181,568 Apparatus and Methods for Teaching Web Based Information
2. 09/250,687 Methods and Apparatus for On-Line Teaching and Learning
3. 60/226,985 Apparatus and Method for Teaching via Web Browsers
4. [] Method and system for Online Teaching Using Web Pages

Granted Patents:

1. Patent No. 5,263,869 issued November 23, 1983
2. Patent No. 5,437,555 issued August 1, 1995

Schedule B

Registered Trademarks:

Discourse – European Community Registration Number 885,145 dated 9/29/99
Discourse – United States Registration Number 1,382,088 dated 2/11/86

Pending Trademarks:

Discourse – Canada Application Number 884,259 dated 7/14/98
Studycom – United States Application Number 75/521,618 dated 7/20/98
Discourse Web Travel – United States Application Number 75/827,347 dated
10/20/99
The Discourse Groupware Classroom – United States Application Number
75/521,614 dated 7/20/98

Domain Names:

Discourse.com
LabLearner.com

Trade Names:

Discourse Technologies
Discourse LabLearner
Discourse Teaching Suite

Registered Copyrights:

None.

Common Law Copyrights:

Any and all rights associated with the Discourse Teaching Suite, Discourse LabLearner, and Discourse WebTravel product lines.