

FORM PTO-1618A
Expires 08/30/99
OMB 0661-0027

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

**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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 (0661-0027), Washington, D.C. 20503. See OMB information Collection Budget Package 0661-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

700005571

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002269 FRAME: 0377

FORM PTO-1618B

Expires 08/30/99
OMB 0951-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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

650-493-9300

Name

Justin Levinson, Esq.

Address (line 1)

Wilson Sonsini Goodrich & Rosati, P.C.

Address (line 2)

650 Page Mill Road

Address (line 3)

Palo Alto, CA 94304

Address (line 4)

Pages

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

#

6

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)

75900803

75916865

75902015

75902026

75902035

76108689

76108690

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

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

Deposit Account Number:

#

23-2415

Attn: 23047.016

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.

Justin Levinson

Name of Person Signing

Signature

May 29, 2001

Date Signed

TRADEMARK

REEL: 002269 FRAME: 0378

**TERMINATION
OF
SECURITY INTEREST IN COLLATERAL**

This Termination of Security Interest in Collateral (hereafter, the "Termination") is executed on behalf of IMPERIAL BANK ("Bank"), in favor of SKILLSVILLAGE, INC., a Delaware corporation ("Grantor"), and is effective as of May 29, 2001.

RECITALS

- A. Grantor and the Bank entered into a certain Loan and Security Agreement, dated as of October 1, 1999 as amended and restated as of June 20, 2000 (the "Agreement").
- B. Grantor and the Bank entered into a certain Intellectual Property Security Agreement, dated as of October 1, 1999 as amended and restated as of June 20, 2000 (the "IP Agreement").
- C. Grantor has repaid all amounts due under the Agreement and the IP Agreement.
- D. The Agreement and the IP Agreement have been terminated and all obligations under the Agreement and the IP Agreement have been released.

The Bank terminates its security interest in all property of Grantor including that described in the collateral description attached hereto as Schedule A. Additionally, the Bank expressly terminates its security interest in the Collateral, including without limitation, the copyrights listed on Exhibit A hereto, the patents and patent applications listed on Exhibit B hereto, and the trademarks and trademark applications listed on Exhibit C hereto. Additionally, the Bank hereby covenants and agrees to execute any and all such further instruments and documents and take such further action necessary to consummate the release contemplated hereby.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Termination is executed as of the date first above written.

IMPERIAL BANK

By: *RWSA*
Name: Robert W. Steinbach
Title: VP & Mgr.

SCHEDULE A**COLLATERAL DESCRIPTION**

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

- (i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all investment property, including securities and security entitlements;
- (ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;
- (iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);
- (iv) all guarantees and other securities therefor;
- (v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;
- (vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to and patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the residues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and
- (vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2001 15:13

IMPERIAL BANK EGD-SF

415 705 5818 P.05

EXHIBIT A

Copyrights

**Registration
Number**

**Registration
Date**

Description

EXHIBIT

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

--- ① Method and Apparatus for
Dynamic Business Management

Application # - 60/192,201

Filing Date: 3/27/00

Ally Doc# #: 23047-702

EXHIBIT C

Trademarks

SKILLVILLAGE, INC.

| Mark | Serial # / Application # | Country | Filing Date |
|--|--------------------------|---------------|--------------------------------------|
| 1. SkillVillage | 75/000,803 | United States | January 21, 2000 |
| | 80458/2000 | Japan | July 18, 2000 |
| | [Pending] | Canada | July 18, 2000 |
| | 842967 | Australia | July 18, 2000 |
| | 1782945 | Europe (CTM) | July 20, 2000 |
| | 437829/00018 | Mexico | July 21, 2000 |
| | [Pending] | Brazil | July 20, 2000 |
| | 484320 | Chile | July 21, 2000 |
| | 2,287,862 | Argentina | July 19, 2000 |
| 2. Design Mark (Buildings and People) | 75/016,868 | United States | February 10, 2000 |
| | 80460/2000 | Japan | July 18, 2000 |
| | 1067425 | Canada | July 18, 2000 |
| | 842968 | Australia | July 18, 2000 |
| | 1782978 | Europe (CTM) | July 20, 2000 |
| | 437827/00018 | Mexico | July 21, 2000 |
| | [Pending] | Brazil | July 20, 2000 |
| | 484321 | Chile | July 21, 2000 |
| | 2,287,863 | Argentina | July 19, 2000 |
| 3. The Right R Contractor, The Right Rate, Right Now | 75/002,015 | United States | January 24, 2000 |
| 4. Work For Yourself, Not By Yourself | 75/002,028 | United States | January 24, 2000 |
| 5. The Employment For The Contingent Workforce | 75/002,036 | United States | January 24, 2000 |
| 6. A New Force At Work | 7810808 | United States | [Received by PTO on August 14, 2000] |
| 7. SkillVillage Direct | 7810800 | United States | [Received by PTO on August 14, 2000] |

SKVCP38972391452.1