

06-14-2001

FORM PTO-1594 R  
1-31-92 6-11-01



HEET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101751829

ached original documents or copy thereof.

1. Name of conveying party(ies):  
  
Thomson Ventures U.S. LLC  
  
[ ] Individual(s) [ ] Association  
[ ] General Partnership [ ] Limited Partnership  
[X] Corporation: Delaware  
[ ] Other:  
Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies):  
  
MPI Corp.  
One Station Place  
Stamford, CT 06902  
United States  
  
[ ] Individual(s) citizenship: JUN 11 2001  
[ ] Association  
[ ] General Partnership  
[ ] Limited Partnership  
[X] Corporation: Arizona  
[ ] Other:

3. Nature of conveyance:  
[ ] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[X] Other: Assignment of Trademark Security Agreement  
Execution Date: May 7, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached? [ ] Yes [X] No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s):  
75/706,776 75/904,763 76/061,344  
75/706,569 76/061,346 76/118,274  
75/906,432 76/061,160 76,119/449  
Additional numbers attached? [ ] Yes [X] No

B. Trademark Registration No.(s):  
2,427,868  
2,423,524

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: George N. Chaclas, Esq.  
Internal Address: Cummings & Lockwood  
Street Address: Granite Square, 700 State Street  
Post Office Box 1960  
City: New Haven State: Connecticut Zip: 06509-1960  
05/13/2001 TDIAZ1 00000201 75706776

6. Total number of applications and registrations involved: ..... [11]  
7. Total fee (37 CFR 3.41): ..... \$290.00  
[X] Enclosed - check no. 123716  
[X] Any deficiencies authorized to be charged to deposit account  
8. Deposit account number: 11-0231  
(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP  
02 FC:482 250.00 DP

DO NOT USE THIS SPACE

9. 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.*  
Signature: George Chaclas June 6, 2001  
George N. Chaclas, Reg. No. 46,608  
Total number of pages including cover sheet and attachments: [ 5 ]

**Do not detach this portion**  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231  
  
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2001, by Thomson Ventures U.S. LLC, a Delaware limited liability company ("Lender"), to MPI Corp., an Arizona corporation ("Assignee").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 17, 2001 by and between UNext.com Inc., a Delaware corporation (the "Borrower"), and the Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lender has made a convertible loan available to the Borrower;

WHEREAS, UNext.com LLC (the "**Grantor**") executed and delivered to Lender, that certain (i) Guaranty dated as of April 17, 2001 (as from time to time amended, restated, supplemented or otherwise modified, the "**Guaranty**") and (ii) Security Agreement dated as of April 17, 2001 hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, in order to induce Lender to enter into the Credit Agreement and the other Loan Documents and as a condition precedent thereto, Grantor executed and delivered a Trademark Security Agreement ("**Original Trademark Agreement**"), dated as of April 17, 2001, to secure its obligations to Lender, in respect of the Guaranty and the Security Agreement;

WHEREAS, pursuant to a certain Assignment of Note, Credit Agreement and Loan Documents, dated of even date herewith, Lender assigned to Assignee, inter alia, all of its right, title and interest in and to the Credit Agreement, the Guaranty, the Security Agreement, and the Original Trademark Agreement,

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

**"Trademark License"** means rights under any written agreement now owned or hereafter acquired by any Credit Party granting any right to use any Trademark.

2. ASSIGNMENT OF TRADEMARK COLLATERAL. Lender hereby transfers and assigns to Assignee, all of its right, title and interest in and to the Trademark Collateral (as defined in the Original Trademark Agreement), which includes without limitation all of following:

(a) all of Grantor's Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; provided, that Trademark Collateral shall not include any such property where the grant of a security interest therein by Grantor is prohibited by applicable law or by the terms of any contract, agreement, instrument or indenture granting and/or governing such Trademark Collateral ("**Applicable Agreement**") without the consent of any other party thereto or would give any other party to any such Applicable Agreement the right to terminate its obligations or Grantor's rights thereunder unless, in any such case, all necessary consents to such grant of a security interest have been obtained from the other parties thereto; provided further, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest in any account or any money or other amounts due or to become due under any such Applicable Agreement.

IN WITNESS WHEREOF, Grantor has caused this Assignment of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Thomson Ventures U.S. LLC  
By: [Signature]  
Name: Amy Hughson  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:  
MPI Corp.

By: [Signature]  
Name: Michael Harris  
Title: VP

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut  
COUNTY OF Fairfield } ss. Samuel

On this 7 day of May 2001 before me personally appeared Amy Hughson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Thomson Ventures U.S. LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]  
Notary Public

THERESA M. JOHNSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES DEC. 31, 2004

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration No.	Date
UNEXT.COM	2,427,868	2/13/01
ECREATE YOURSELF	2,423,524	1/23/01

TRADEMARK APPLICATIONS

Mark	Serial No.	Date
CARDEAN UNIVERSITY	75/706776	05/14/99
CARDEAN	75/706569	05/14/99
MYCARDEAN	75/906432	01/28/00
DELIVERING THE POWER OF KNOWLEDGE	75/904763	01/28/00
CARDEAN WAY	76/061346	06/01/00
PREMBA & DESIGN	76/061160	06/01/00
UNEXT.COM DESIGN	76/061344	06/01/00
CARDEAN UNIVERSITY C AND DESIGN	76/118274	08/28/00
CARDEAN UNIVERSITY C AND DESIGN	76/119449	08/30/00

TRADEMARK LICENSES

None

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