

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



10-31

10-05-2001



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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
- Change of Name
- Other

Effective Date
Month Day Year
08 28 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

August 28, 2001

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

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.)

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FOR OFFICE USE ONLY

01 FC:481 40.00 00
02 FC:482 125.00 00

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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: 002378 FRAME: 0499

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="76/261,075"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,242,591"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/262,176"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,264,267"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/262,177"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,451,679"/>	<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:

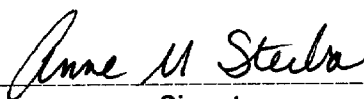
Yes

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.

Anne M. Sterba



October 1, 2001

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is dated as of August 28, 2001 by and between SUCCESS FOR ALL FOUNDATION, INC., a Maryland corporation ("PLEDGOR"), with its mailing address at 200 West Towsontown Boulevard, Towson, Maryland 21204; and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("LENDER"), with its mailing address at 2 Hopkins Plaza, 2nd Floor, Baltimore, Maryland 21201.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1 "EVENT OF DEFAULT" means any event, condition, or omission, which, after the expiration of any applicable rights of notice or cure, constitutes a violation or default under the LOAN DOCUMENTS or pursuant to any other agreement executed from time to time by the PLEDGOR to or for the benefit of the LENDER which evidences or relates or pertains to any of the OBLIGATIONS.

Section 1.2 "LOAN AGREEMENT" means the Loan and Security Agreement of even date herewith by and between the PLEDGOR and the LENDER, as the same may be amended, modified, extended, renewed, restated, supplemented, or replaced from time to time.

Section 1.3 "LOAN DOCUMENTS" means the "LOAN DOCUMENTS" as such term is defined in the LOAN AGREEMENT.

Section 1.4 "OBLIGATIONS" means the "OBLIGATIONS" as such term is defined in the LOAN AGREEMENT.

Section 1.5 "TRADEMARKS" means all right, title and interest of the PLEDGOR, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all

applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, together with: (a) all renewals thereof, (b) all intellectual property of the PLEDGOR and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of the PLEDGOR under all present and future license agreements relating to any of the foregoing, whether the PLEDGOR is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the world. "TRADEMARKS," as defined above shall include, without limitation, all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER'S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER'S successors and assigns, a security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARKS, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the LENDER hereunder shall automatically attach to and include all rights to any TRADEMARKS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT or to any licenses thereof. The PLEDGOR hereby irrevocably and unconditionally authorizes the LENDER to modify and amend from time to time this AGREEMENT and Exhibit A hereto to include any such additional TRADEMARKS or licenses, without any further assent or signature of the PLEDGOR. Future advances are intended to be secured.

Section 3. Representations And Warranties. The PLEDGOR represents and warrants that:

- (a) Exhibit A attached hereto sets forth all TRADEMARKS owned by the PLEDGOR as of the date hereof. Each of the TRADEMARKS described on Exhibit A is subsisting, valid, unexpired and enforceable. None of such TRADEMARKS has been adjudged invalid, expired or unenforceable in whole or in part, or is the subject of any proceeding which seeks any of the foregoing. None of such TRADEMARKS has been abandoned.
- (b) No claim has been made or threatened to the PLEDGOR that the use of any of the TRADEMARKS infringes upon or violates the rights of any third person.

- (c) The PLEDGOR is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the TRADEMARKS, except for the lien granted hereby in favor of the LENDER, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise agreements, registered user agreements and covenants by the PLEDGOR not to sue third persons.
- (d) The PLEDGOR has the unqualified right to enter into this AGREEMENT and to perform its terms.
- (e) The PLEDGOR has used, and will continue to use for the duration of this AGREEMENT, proper statutory notice and markings in connection with its use of the TRADEMARKS.
- (f) Upon the completion of all necessary public filings, the liens and security interests granted pursuant to this AGREEMENT will constitute first priority perfected liens on and security interests in the TRADEMARKS in favor of the LENDER.

Section 4. Maintenance Of Trademarks; Prosecution Of Applications And Proceedings; Maintenance Of Quality Standards. The PLEDGOR covenants that it will maintain the registration of the TRADEMARKS, and take all actions necessary to maintain, preserve and continue the validity and enforceability of the TRADEMARKS, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The PLEDGOR agrees that the PLEDGOR will prosecute diligently any trademark applications of the TRADEMARKS pending as of the date of this AGREEMENT or thereafter until the OBLIGATIONS shall have been unconditionally paid and satisfied in full, to make federal application on registerable but unregistered TRADEMARKS, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the TRADEMARKS. The PLEDGOR agrees that it will not sell, assign, transfer, convey or encumber its interest in, or grant any license under, any of the TRADEMARKS. The PLEDGOR further agrees not to enter into any agreement (for example, a license agreement) which is inconsistent with the PLEDGOR'S obligations under any of the LOAN DOCUMENTS. The PLEDGOR agrees that it will not take any action, or knowingly permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to the LENDER under this AGREEMENT. The PLEDGOR agrees that it will not abandon any TRADEMARKS (including applications for TRADEMARKS) without the express written consent of the LENDER. Any expenses incurred by the PLEDGOR in connection with the TRADEMARKS shall be the sole expense of the PLEDGOR. The PLEDGOR covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered

under the TRADEMARKS. The PLEDGOR further agrees to promptly provide notice to the LENDER of all rights obtained subsequent to the date of this AGREEMENT in and to any TRADEMARKS not set forth on Exhibit A.

Section 5. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Maryland, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the TRADEMARKS from time and to time; (b) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARKS, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the TRADEMARKS in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the COLLATERAL is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the LENDER may, to the extent permissible under applicable law, purchase the whole or any part of the TRADEMARKS, free from any right of redemption on the part of the PLEDGOR, which right is hereby waived and released to the extent lawfully permitted. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the TRADEMARKS are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. The PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER, upon the occurrence of an EVENT OF DEFAULT, to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to: (i) own and use the TRADEMARKS; (ii) grant or issue any exclusive or nonexclusive licenses under the TRADEMARKS to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the TRADEMARKS; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the TRADEMARKS; (vi) defend any suit, action or proceeding brought against the PLEDGOR with respect to any of the TRADEMARKS; (vii) settle, compromise or adjust any of the aforesaid suits,

actions or proceedings and, in connection therewith, to give such discharges as the LENDER may deem appropriate; and (viii) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the TRADEMARKS and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARKS, whether established by this AGREEMENT, by any LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interests of the LENDER in the TRADEMARKS and shall not impose any duty upon the LENDER to exercise any such powers.

Section 7. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the LENDER shall elect to exercise any of its rights hereunder, following an EVENT OF DEFAULT, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign, license and transfer the TRADEMARKS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the LENDER either in the PLEDGOR'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS, or any other fact or matter relating to the entitlement of the LENDER to exercise its rights hereunder.

Section 8. Costs And Expenses. All fees, costs and expenses, including any attorney's fees and legal expenses, incurred by the LENDER in connection with the preparation of this AGREEMENT and all other documents relating hereto, the filing or recording of this AGREEMENT or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or any other fees incurred in otherwise protecting, maintaining or preserving the TRADEMARKS, or in enforcing the terms of this AGREEMENT or in defending or prosecuting any actions or proceedings arising out of or related to the TRADEMARKS, shall be borne and paid by the PLEDGOR on demand by the LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate in effect from time to time under the LOAN DOCUMENTS.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN DOCUMENTS, in the manner and within the time specified in the LOAN DOCUMENTS.

Section 10. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the LENDER to vest in, effectuate assure to the LENDER its rights under this AGREEMENT or in any of the TRADEMARKS. If the PLEDGOR fails to execute any instrument or document or take such actions described above within five (5) business days of being requested to do so by the LENDER, the PLEDGOR hereby constitutes and appoints the LENDER its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent And Trademark Office or in any other office or place of public filings as the LENDER deems to be necessary and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.

Section 11. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 12. Choice Of Law. This AGREEMENT shall be construed according to the laws of the State of Maryland. All parties hereto consent to the jurisdiction and venue of the courts of the State of Maryland in any action to enforce, construe or interpret this AGREEMENT.

Section 13. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 14. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 15. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

Nancy A. Madden

PLEDGOR:

SUCCESS FOR ALL FOUNDATION, INC.,
A Maryland Corporation

By: *Nancy A. Madden* (SEAL)
Nancy A. Madden,
President and Chief Executive Officer

WITNESS/ATTEST:

Stephen D. Palmer

LENDER:

MERCANTILE SAFE DEPOSIT AND TRUST
COMPANY

By: *Stephen D. Palmer* (SEAL)
Stephen D. Palmer,
Senior Vice President

EXHIBIT "A"

Schedule Of Trademarks

Registered Marks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2,242,591	May 4, 1999	SUCCESS FOR ALL
2,264,267	July 27, 1999	SFA (design/logo)
2,451,679	May 15, 2001	CURIOSITY CORNER

Pending Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/261,075	May 24, 2001	READING ROOTS
76/262,176	May 24, 2001	MATHWINGS
76/262,177	May 24, 2001	WORLDLAB