

01-30-2002



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

1-30-02

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

Name

Execution Date
Month Day Year

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/AKATA

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.)

FOR OFFICE USE ONLY

01/30/2002 DBYRNE 00000186 76212657
40.00 OP
25.00 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: 2432 FRAME: 0668

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)

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 Number: #

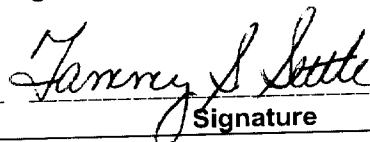
(Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Tammy S. Settle
Name of Person Signing


Signature

January 25, 2002
Date Signed

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of January 22, 2002, by Edgewater Private Equity Fund III, L.P., a Delaware limited partnership, as agent on behalf of the lenders (the "Lenders") that are party to the Loan Agreement (as defined below), having its offices at 900 North Michigan Avenue, 14th Floor, Chicago, Illinois 60611 ("Agent").

WHEREAS, CultureWorx, Inc., an Illinois corporation, having its offices at 500 West Algonquin, Mt. Prospect, Illinois 60056 (the "Company"), Lenders and Agent are parties to that certain Convertible Bridge Loan Agreement dated as of August 10, 2001 (as amended or modified from time to time, the "Loan Agreement");

WHEREAS, the Company owns the trademarks listed on Exhibit A attached hereto ("Listed Trademarks"), which trademarks have been filed with or are registered in the United States Patent and Trademark Office (the "Office");

WHEREAS, in connection with the transactions contemplated by the Loan Agreement, the Company has granted to Agent a security interest in the Collateral (as defined in that certain Trademark and License Security Agreement dated as of August 10, 2001, executed by the Company in favor of the Agent and previously filed for the record in the Office) (the "Trademark Agreement"); and

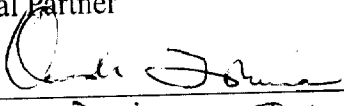
WHEREAS, Agent has at the Company's request agreed to release its security interest in all of the Collateral, including Listed Trademarks, and the registrations thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases its security interest in all of the Collateral, including the Listed Trademarks, and the registrations thereof and to any other rights it might have arising out of the Trademark Agreement.

Agent hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Company in and to the Collateral, including the Listed Trademarks, and the registrations thereof all without further considerations.

EDGEWATER PRIVATE EQUITY FUND
III, L.P., as Agent on behalf of the Lenders

By: Edgewater III Management, L.P., its
General Partner

By: 
Name: David M. Tolmie
Title: Partner

STATE OF)
) SS.
COUNTY OF)

I, Ann Flaherty, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Dave Tolmie as Partner of Edgewater Private Equity
Fund III, L.P., personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he signed
and delivered the said instrument as his free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and notarial seal this 17 day of January, 2002.

Ann Flaherty

Notary Public



Exhibit A
To Release of Security Interest in Trademarks

TRADEMARKS

Registered Trademarks

Trademark Name	Status of Federal Application for Registration	Serial No. (Each in the U.S.)
CultureWorx	Pending	76/212,657
Motivation University	Registered	75/752,027 (Reg. #2428061)

Common Law Trademarks (Federal application made but abandoned)

Trademark Name	Status of Federal Application for Registration	Serial No. (Each in the U.S.)
Applause Board	Abandoned	75/752,034
Behavior Business Systems	Abandoned	76/161,945
Behaviorbiz	Abandoned	76/161,774
Electronic Virtual Account	Abandoned	75/915,665
Electronic Virtual Gift	Abandoned	76/009,416
E-Praise	Abandoned	75/752,026
EV Account	Abandoned	75/914,566
EV Gift	Abandoned	75/914,567
Limelight	Abandoned	76/008,676
MOL	Abandoned	76/009,417
Motivation Online	Abandoned	76/009,415
Motivation Online (logo)	Abandoned	76/069,823
Vaccount	Abandoned	75/914,568
Vgift	Abandoned	76/009,418
Virtual Account	Abandoned	75/914,565