

02-21-2002

Form PTO-1594  
(Rev. 03/01)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101988823

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UNext.com LLC

1-27-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: UN Capital Co. LLC

Internal

Address: \_\_\_\_\_

Street Address: 844 Moraga Drive

City: Los Angeles State: CA Zip: 90049

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited liability company

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  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/706776

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

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amar L. Thakur, Esq.

Internal Address: \_\_\_\_\_

Street Address: 12636 High Bluff Drive

Suite 300

City: San Diego State: CA Zip: 92130

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 520.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Amar L. Thakur

Name of Person Signing

*Amar L. Thakur*

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

02/20/2002 TBIAZI 00000099 75706776

01 FC:481  
02 FC:482

40.00 OP  
300.00 OP

Refund Ref: 02/20/2002 TBIAZI  
000114370  
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TRADEMARK  
REEL: 002442 FRAME: 0728

## TRADEMARK APPLICATIONS

Mark	Serial No.	Date
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

## TRADEMARK REGISTRATIONS

Mark	Registration No.	Date
ECREATE YOURSELF	2,423,524	1/23/01
CARDEAN UNIVERSITY	2,453,881	5/22/01
CARDEAN	2,453,880	5/22/01
CARDEAN UNIVERSITY C AND DESIGN	2,485,157	9/4/01

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2001, by UNext.com LLC, a Delaware limited liability company ("**Grantor**"), in favor of UN Capital Co. LLC, a Delaware limited liability company ("**Lender**").

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

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between UNext 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 agreed to make convertible loans available to the Borrower;

WHEREAS, Lender is willing to make such loans available as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain (i) Guaranty dated on or about the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "**Guaranty**") and (ii) Security Agreement dated on or about the date 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, Lender requires that Grantor shall have executed and delivered this Trademark Security Agreement to secure its obligations to Lender, in respect of the Guaranty and the Security 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 Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Lender, a continuing security interest, having priority over all other security interests (except as set forth in Schedule A-2 to the Credit Agreement), in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and are subject to the provisions of section 2(d) thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between Grantor and Lender hereunder, whether in contract, tort, equity or otherwise, shall be governed by the laws of the State of Illinois.



