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Form PTO-1595

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



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

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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

2. Name and address of receiving party(ies)

Name: UN Capital Co. LLC

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 844 Moraga Drive

City: Los Angeles State: CA Zip: 90049

Execution Date: 11/9/2001

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/343,350

B. Patent No.(s) 6,301,462

Additional numbers 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 patents involved: **10**

7. Total fee (37 CFR 3.41).....\$ 400.00

- 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

1/24/02
Date

Total number of pages including cover sheet, attachments, and documents:

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

02/20/2002 TDIAZ1 00000098 09343350

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400.00 OP

PATENT
REEL: 012581 FRAME: 0248

PATENT APPLICATIONS:

Title	Application No.	Filing Date
Online Virtual Campus	09/344,754	06/25/99
Online Instructor System	09/478,629	01/06/00
Interactive Online Language Instruction	09/510,042	02/22/00
Student Centric Online Educational System	09/510,395	02/22/00
Method for Developing or Providing an Electronic Course	09/638,270	08/14/00
Method and System for Tracking Progress of Students in a Class	09/731,117	12/6/00
Instructor Tool for Managing Faculty and Students in an Online Educational Environment	09/746,592	12/21/00
Method and System for Enhancing Instructional Quality for an Electronic Course	09/753,474	1/03/01

PATENT SECURITY AGREEMENT

PATENT 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 provide convertible loans 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**”); and

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 Patent 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:

“**Patents**” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, 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 any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

“**Patent License**” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

2. GRANT OF SECURITY INTEREST IN PATENT 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 "**Patent Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent licensed under any Patent License; provided, that Patent 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 Patent 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 Patent 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 Patent 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 Patent 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.

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

UNext.com LLC

By: Jill S Factor
Name: Jill S. Factor
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:
UN Capital Co. LLC

By: _____
Name: _____
Title: _____

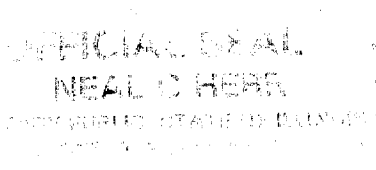
ACKNOWLEDGMENT OF GRANTOR

STATE OF IL)
) ss.
COUNTY OF Cook)

On this 9th day of November, 2001 before me personally appeared Jill Factor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of UNext.com 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.

Neal C. Hepp
Notary Public

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SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Title	Patent No.	Issue Date
Online Collaborative Apprenticeship	6,301,462	10/9/01

PATENT APPLICATIONS

Title	Application No.	Filing Date
Visual Calculator	09/343,350	06/30/99
Online Virtual Campus	09/344,754	06/25/99
Online Instructor System	09/478,629	01/06/00
Interactive Online Language Instruction	09/510,042	02/22/00
Student Centric Online Educational System	09/510,395	02/22/00
Method for Developing or Providing an Electronic Course	09/638,270	08/14/00
Method and System for Tracking Progress of Students in a Class	09/731,117	12/6/00
Instructor Tool for Managing Faculty and Students in an Online Educational Environment	09/746,592	12/21/00
Method and System for Enhancing Instructional Quality for an Electronic Course	09/753,474	1/03/01

PATENT LICENSES

None