

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
UN Capital Co. LLC	08/14/2003

RECEIVING PARTY DATA

Name:	UNext.com LLC
Street Address:	111 North Canal Street
Internal Address:	Suite 455
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

Name:	Cardean University LLC
Street Address:	111 North Canal Street
Internal Address:	Suite 455
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6301462
Patent Number:	6622003
Patent Number:	6347333
Patent Number:	6704541
Patent Number:	6358053
Patent Number:	6652287

CORRESPONDENCE DATA

501228306

PATENT
REEL: 024651 FRAME: 0832

OP \$240.00 6301462

Fax Number: (202)420-2201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: parsonse@dicksteinshapiro.com

Correspondent Name: Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:

K0151.0003

NAME OF SUBMITTER:

Elizabeth Parsons

Total Attachments: 3

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UNCC RELEASE

THIS RELEASE, dated as of August 14, 2003, is made by UN Capital Co. LLC, a Delaware limited liability company ("UNCC") (the "Lender") in favor of UNext.com LLC, a Delaware limited liability company (the "Company"), Cardean University LLC, a Delaware limited liability company ("Cardean"), and their subsidiaries (the "Subsidiaries" and together with the Company and Cardean, collectively, the "Obligors").

PRELIMINARY STATEMENTS:

A. The Lender, pursuant to that certain Credit Agreement dated as of December 9, 2001 (and as thereafter from time to time amended through the date hereof, the "Credit Agreement") has made certain secured loans to UNext Inc., a Delaware corporation ("Holdings"), that are guarantied by the Obligors and secured by liens on the property and assets of the Obligors (the "Loans").

B. The Company desires to offer and sell Series A Convertible Preferred Units (the "Series A Units").

C. As a material inducement to investors to purchase the Series A Units (the "Series A Holders"), the Lender has agreed to release the Obligors from all Lender Obligations and to release all liens and security interests in and to the Collateral.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following definitions:

"Collateral" means all property and assets of the Obligors.

"Lender Obligations" means any and all claims, obligations, agreements, indebtedness, or liabilities of any kind or character owed by the Obligors or any of them to the Lenders in connection with the Loans and/or under the Loan Documents, whether for principal, interest (including any interest which, but for the application of the provisions of the bankruptcy code, would have accrued on such amounts), premium, reimbursement obligations, fees, costs, expenses (including, attorneys' fees), or indemnity obligations, whether heretofore, now, or hereafter made, incurred, or created.

"Loan Documents" means the Credit Agreement and all related loan documents, including, without limitation, promissory notes, security agreements, pledge agreements, and any and all other present and future agreements, documents and/or instruments evidencing, documenting, securing or otherwise relating to the Loans, all as the same may from time to time be supplemented, amended, refinanced, restated, renewed, extended or otherwise modified.

2. Release of Lender Obligations and Collateral. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender hereby fully, completely, generally, unconditionally and irrevocably releases and discharges (i) each of the Obligors from any and all of the Lender Obligations, and (ii) any and all security interests, liens, claims and/or rights in and to the Collateral. Without limiting the generality of the foregoing, the Lender agrees to execute and deliver to the Obligors customary and appropriate releases in proper form for filing including, without limitation, UCC Termination Statements.

3. No Default. The Lender agrees that this Release is entered into knowingly and voluntarily and the Lender waives any and all violations of the Loan Documents (including, without limitation, all covenants and the default and remedies provisions in the Loan Documents) arising from the matters set forth in this Release.

4. The Company's Unitholders Agreement. In connection with the sale of the Series A Units to the Series A Holders, the Company and its members are entering into a Unitholders Agreement to regulate certain aspects of their relationship with regard to each other. The Lender agrees that any securities of the Company which Lender may acquire through the exercise of any of its rights and remedies under the Credit Agreement or any of the Loan Documents shall be and remain subject to the terms and conditions of the Company's Unitholders Agreement as amended from time to time.

5. Representation and Warranties. The Lender hereby represents and warrants that it has full power and authority to enter into and perform this Release and that it has not transferred or assigned to any other person, firm or entity any right or interest in any of the matters covered by this Release.

6. Further Assurances. The Lender hereby covenants and agrees to take any and all additional actions and execute and deliver any and all additional agreements, documents and instruments as may be necessary or as the Obligors from time to time reasonably request to effect the provisions of this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Equitable Remedies. The Lender acknowledges that the breach by it of any of the provisions of this Agreement is likely to cause irreparable damage. Therefore, the relief to which the Obligors shall be entitled in the event of any such breach or threatened breach shall include, but not be limited to, a mandatory injunction for specific performance, injunctive or other judicial relief to prevent a violation of any of the provisions of this Agreement, damages and any other relief to which it may be entitled at law or in equity.

9. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. This Agreement shall become effective upon the execution and delivery of a counterpart hereof by the Lender.

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed as of the date first above written.

UN Capital Co. LLC,
a Delaware limited liability company

By:


Stanley E. Maron, Secretary