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Expires 06/30/99
OMB 0651-0027



101490684

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

9

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 9-29-00
- 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 Effective Date
Month Day Year
07/28/00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
07/28/00

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)

- 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.)

10/18/2000 MTHAI1 00000053 75879681

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01 FC:481
02 FC:482

40.00 DP
75.00 DP

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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: 002157 FRAME: 0410

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="75879681"/> | <input type="text" value="75775702"/> | <input type="text" value="75814538"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75783649"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <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.

Carol L. Barnes
Name of Person Signing

Carol L. Barnes 29 September 00
Signature Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated as of July 28, 2000 by and between wwwrrr, Inc., a Minnesota corporation (the "**Borrower**") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "**Bank**").

RECITALS

WHEREAS, the Bank has agreed to lend to the Borrower the sum of \$2,000,000 (the "**Loan**"), which Loan is to be evidenced by the Borrower's Promissory Note of even date herewith (said note as from time to time amended and any renewal or replacement notes being herein the "**Note**") and the proceeds of which Loan are to be used in the business of the Borrower; and

WHEREAS, to secure the repayment of all amounts under the Note, the Borrower has granted to the Bank a valid security interest in and to all of its now existing and hereafter acquired general intangibles, including, without limitation, all of its now existing and hereafter arising trade secrets, patents and patent applications, trademarks and use-based trademark applications, trade names and copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Bank to make the Loan, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note or if not defined therein, as defined in the Security Agreement between the Borrower and the Bank of even date herewith (the "**Security Agreement**").

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of all indebtedness and other obligations and liabilities of the Borrower to the Bank of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising under or in connection with the Loan ("**Secured Obligations**"), the Borrower hereby grants to the Bank a security interest in all of its rights, titles and interests in the United States and throughout the world, in and to (a) all of its currently owned or hereafter acquired trademarks, registrations of trademarks and use-based applications for trademark registration pending before the United States Patent and Trademark Office ("**PTO**"), together with the goodwill of the business symbolized by such trademarks, including, without limitation, those United States trademark applications for trademark registrations listed on **Schedule A** attached hereto and made a part hereof, (b) all currently owned or hereafter acquired trademarks, registration of trademarks and use based applications for trademark registration pending before the trademark offices of foreign countries, (c) all income, royalties, damages and payments now and hereafter due and/or payable under or based on such trademarks, and (d) all rights to sue, collect and retain damages and payments for past and future infringements and violation of the rights thereof (such trademarks, registrations of trademarks and use-based applications for trademark registrations set forth at (a) and (b) of

this paragraph being herein the "**Trademarks**"). The marks listed in **Schedule B** are marks that are the subject of pending intent-to-use applications (each an "**ITU Application**" and collectively the "**ITU Applications**"). At such time, if any, that the Borrower begins making use in interstate commerce of any such mark, (1) the Borrower shall convert the applicable ITU Application to a use-based application by filing an Amendment to Allege Use or Statement of Use with the PTO and providing notice of such filing to the Bank, and (2) upon notice from the PTO of the acceptance of such Amendment to Allege Use or Statement of Use, such mark and corresponding use-based application shall automatically become one of the Trademarks and fully subject to the security interest of the Bank hereunder.

3. **Representations and Warranties.** The Borrower represents and warrants that:

(a) The Borrower is the present owner of the entire right, title and interest in and to its Trademarks and, to the best of the Borrower's knowledge, the Borrower has good and indefeasible title thereto.

(b) The Trademarks of the Borrower are free and clear of all security interests, liens and encumbrances, except Permitted Liens.

(c) The Borrower has not granted any licenses, rights or privileges in or to its Trademarks to any party except the Bank.

(d) To the best of the Borrower's knowledge, the Borrower may use its Trademarks that are the subject of United States trademark applications for trademark registrations described in **Schedule A** free and clear of the infringement of the rights of others.

(e) The Borrower has not commenced or threatened to commence against any Person, and there is not pending, any suit or other proceeding seeking to enforce or alleging a violation of any Trademark or any of the Borrower's rights therein.

(f) No Person has commenced or, to the best of the Borrower's knowledge, has threatened to commence any suit or other proceeding alleging that any of the Trademarks listed in Schedule A is unenforceable or violates any right or interest of such Person.

(g) The Trademarks on **Schedule A** constitute all of the registrations and applications for the Trademarks in the United States and foreign countries owned by the Borrower.

(h) The Borrower has not and will not make any agreement or assignment in conflict with this Agreement.

(i) The trademark applications set forth in **Schedule A** have been duly and properly filed, the trademark registrations, if any, set forth in said Schedule have been issued, and the Trademarks shown as having been registered or for which applications for registration have been filed are valid and enforceable.

4. Maintenance and Enforcement of Trademarks. The Borrower shall not take any action, or permit any action to be taken by others subject to the Borrower's control, including licensees, or fail to take any action regarding any matter of which the Borrower has knowledge, which would affect the validity and enforcement of any of the Trademarks, or impair the value of any of the Trademarks or the goodwill of the business associated therewith, except that the Borrower may discontinue or abandon the use of any of the Trademarks and any applications and registrations therefor if it determines that, in its reasonable business judgment, such discontinuance or abandonment is desirable or necessary. Subject to the other provisions of this Agreement, the Borrower shall assume and continue, at its own cost and expense, through counsel of its own choice and acceptable to the Bank, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with its Trademarks.

5. Notice of Proceedings. The Borrower promptly shall notify the Bank, in writing, of any suit, action or proceeding which relates to, is concerned with or affects any of the Trademarks or alleges infringement of another trademark by any of the Trademarks, if in either case an adverse decision could reasonably be expected to have a material adverse effect on any of the Trademarks or on the Borrower's rights therein, and the Borrower shall, on written request of the Bank, deliver to the Bank a copy of all pleadings, papers, orders and decrees heretofore and hereafter filed in any such suit, action or proceeding, and shall keep the Bank fully advised in writing of the progress of any such suit or proceeding.

6. New Applications and Registrations. Not less frequently than semi-annually, the Borrower shall provide the Bank with a listing of all new applications for trademarks and of newly issued registrations for which application was made previously, each of which new applications and registrations shall be subject to the terms and conditions of the Note and this Agreement, and in the case of a use-based application or registration, shall come within the term "Trademarks" as set forth herein. Each new ITU Application shall come within the term "Trademarks" when the conditions for ITU Applications set forth in Paragraph 2 above are met. In addition, the Borrower shall provide the Bank, on request, such documents and instruments, each in a form acceptable to counsel for the Bank, as may be necessary to grant to the Bank, and to perfect, a valid enforceable security interest in such new applications and registrations.

7. Documents Relating to Trademarks.

(a) Upon written request by the Bank, the Borrower shall deliver to the Bank copies of any trademark applications and other documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of the Trademarks.

(b) Each Borrower agrees to provide the Bank with supplemental documentation necessary to record and perfect the security interest created by this Agreement with the relevant offices in the countries in which the Borrower has Trademarks as set forth in **Schedule A**.

8. Conduct of Business to Protect Goodwill. In order to protect and continue the goodwill of the business associated with and symbolized by the Trademarks, and to avoid

deception to the public as to the nature and quality of the goods on which the Trademarks are employed by the Borrower, the Borrower shall conduct its business in accordance with the requirements of production, quality and service of the goods in the market as in the past, and shall at all times use its best efforts to maintain the quality of the goods sold or distributed on which the Trademarks are employed commensurate with at least the same or better quality and past practices of the Borrower.

9. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) if the Borrower fails to perform, keep or observe any term, provision, condition or covenant contained in this Agreement which the Borrower is required to perform, keep or observe and such failure is not cured within 30 days after written notice thereof from the Bank to the Borrower;

(b) if any representation or warranty made by any Borrower herein is breached or is false or misleading in any material respect; or

(c) the occurrence of an "Event of Default" under the Note.

10. Remedies. After the occurrence of and during the continuance of an Event of Default, the Bank shall have all of the rights, remedies and benefits available to it under the Security Agreement and, in addition, the rights, remedies and benefits of a secured party under applicable law, including without limitation, all of the rights, remedies and benefits of a secured party under the Uniform Commercial Code, whether or not the Uniform Commercial Code is applicable, and, in addition, the Bank may grant licenses, rights or other privileges in, or otherwise take whatever action with respect to, the Trademarks that the Bank deems necessary or appropriate under the circumstances. The Borrower hereby appoints and designates the Bank as its attorney to take, during the continuance of an Event of Default, in the name of either the Borrower or the Bank, such action as the Bank, in its sole discretion, deems necessary or appropriate under the circumstances to protect the Trademarks and the security interest of the Bank therein, but the Bank shall not be required to take any such action.

11. Fees and Expenses. The Borrower agrees to pay on demand any and all costs, charges, fees and other expenses incurred by the Bank in connection with this Agreement and the enforcement thereof including, without limitation, the fees and expenses of counsel employed by the Bank (i) with respect to the amendment or enforcement of this Agreement or with respect to the any of the Trademarks, (ii) to represent the Bank in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Bank, the Borrower or any other Person) in any way or respect relating to this Agreement or any of the Trademarks or (iii) to enforce any of the Bank's rights hereunder including, without limitation, any action to protect, collect, sell, liquidate or otherwise dispose of any of the Trademarks.

12. Governing Law; Jury Trial; Severability. This Agreement shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible, each provision of this Agreement shall be interpreted in such

manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Borrower and rights of the Bank shall be in addition to and not in limitation of those provided by applicable law.

THE BORROWER AND THE BANK HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE BANK'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS AGREEMENT, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, THE STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE BORROWER BY THE BANK IN ACCORDANCE WITH THIS SECTION.

13. Notices. All notices and other communications hereunder shall be sent in the manner and to the persons set forth in Section 8.4 of the Security Agreement and when so sent, shall be deemed given at the times provided in said Section.

14. Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Bank, all future holders of the Secured Obligations and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Trademark Security Agreement without the prior written consent of the Bank

15. Release of Security Interest. Upon payment in full of the Loan and other obligations of the Borrower arising under or in connection with the Note, the Bank agrees to release and take such further action as may be necessary or advisable to evidence such release and termination of its security interest set forth herein.

[END OF PAGE]

IN WITNESS WHEREOF, the Borrower and the Bank have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

wwwrrr, Inc.,
a Minnesota corporation

By: _____


President

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: _____


Vice President

20048531 WORD / 20048515 WP

Schedule A

Registered Trademarks

NONE

Use-Based Applications

| <u>Owner</u> | <u>Mark</u> | <u>Application Number</u> | <u>Date of Application</u> |
|---------------------|--------------------------|--------------------------------------|-----------------------------------|
| wwwrrr, Inc. | TAKING EDUCATION FURTHER | 75/879,681 | December 23, 1999 |
| wwwrrr, Inc. | WWRRR | 75/775,702 | August 13, 1999 |
| wwwrrr, Inc. | WWRRR & DESIGN | 75/814,538 | October 4, 1999 |
| wwwrrr, Inc. | WWRRR @ MY SCHOOL | 75/83,649 | August 24, 1999 |

Schedule B

Intent to Use Applications

NONE