

08-20-2002



102196303 TRADEMARKS ONLY

Form PTO-1594

(Rev. 03/01)

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

Tab settings

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

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

1. Name of conveying party(ies):

Aether Capital LLC

08-07-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 07/31/02

2. Name and address of receiving party(ies)

Name: Sylvan Ventures, LLC

Internal Address:

Street Address: 1001 Fleet Street, 9th Floor

City: Baltimore State: MD Zip: 21202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware 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) See Attached

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

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

Name: John W. Ryan

Internal Address:

Street Address: Wilmer Cutler & Pickering

2445 M Street, NW

City: Washington State: DC Zip: 20037-1420

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

08/19/2002 DBYRNE 00000104 76110583

01 FC:481 John W. Ryan, Reg. No. 390790 DP
02 FC:482 250.00 DP
Name of Person Signing

John W. Ryan
Signature

August 7, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

Refund Ref: 08/19/2002 DBYRNE 0000119918

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

CHECK Refund Total: \$150.00

TRADEMARK
REEL: 002565 FRAME: 0271

Registration No. /
Trademark Serial No.

76/110,583
76/086,486
75/221,130
2,208,030
75/919,250
76/036,333
75/521,618
75/827,347
75/521,614
73/501,208
1,382,088

SECURITY INTEREST ASSIGNMENT

This **SECURITY INTEREST ASSIGNMENT** is entered into as of this 12th day of July 2002 by and between Sylvan Ventures, LLC, a Delaware limited liability company ("Assignee"), and Aether Capital LLC, a Delaware limited liability company ("Assignor"), in connection with that Purchase Agreement between Assignee and Assignor dated July 12, 2002 (the "Purchase Agreement").

WHEREAS, the Assignor is a party to a security agreement dated March 12, 2002 (the "Security Agreement") whereby it acquired a first priority senior security interest (collectively the "Security Interests") in certain intellectual property collateral listed on the attached Schedules A and B (collectively the "Intellectual Property Collateral");

WHEREAS, the Assignor is the registered owner of the Security Interests and has duly recorded the Security Interests with the United States Patent and Trademark Office as identified on Schedule C; and

WHEREAS, Assignee and Assignor are parties to the Purchase Agreement, pursuant to which Assignor has agreed to assign to Assignee each of its Security Interests in the Intellectual Property Collateral and Assignee is desirous of acquiring the Security Interests in said Intellectual Property Collateral.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Security Interest Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign, transfer, convey and deliver unto Assignee, all right, title and interest it may have in and to the said Security Interests, solely as they relate to and under the Intellectual Property Collateral. The Assignor hereby agrees to register this Security Interest Assignment, in a reasonable time, with the United States Patent and Trademark Office.

2. This Security Interest Assignment is made pursuant to the Purchase Agreement and does not confer any different, additional, or inconsistent rights, duties, or obligations from those conferred by the Purchase Agreement.

3. In the event of any conflict or inconsistency between the terms, provisions or conditions of this Security Interest Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have has caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

Dated: July 31, 2002

AETHER CAPITAL, LLC.

By: [Signature]
Name: David Q. Reymann
Title: CFO

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

Subscribed and sworn to before me this 31 day of July, 2002.



[Signature]
Notary Public

My Commission Expires:
04/10/06

Dated: July 31, 2002

SYLVAN VENTURES, LLC.

By: [Signature]
Name: E. Lee McCabe
Title: Managing Director & CFO

STATE OF MARYLAND)
) ss.
COUNTY OF Anne Arundel)

Subscribed and sworn to before me this 31st day of July, 2002.

[Signature]
Notary Public

My Commission Expires: June 16, 2003

EXHIBIT A

Intellectual Property Collateral -Trademark Applications / Registrations

Application / Registration No.	Filing Date / Issue Date	Mark	Assignee / Owner
76/110,583	08/16/00	MINDSURF	Mindsurf Networks, Inc.
76/086,486	07/11/00	MINDSURF EXPLORE DISCOVER INVENT & Design	Mindsurf Networks, Inc.
75/221,130	01/03/97	MINDSURF	Mindsurf Networks, Inc.
2,208,030	12/08/98		
75/919,250	02/15/00	HIFUSION	Mindsurf Networks, Inc. (f/k/a HiFusion, Inc.)
N/A	N/A	MINDSURF LEARNING ESSENTIALS	Not Assigned (Not yet filed)
N/A	N/A	ACHIEVEMENT AT HAND	Not Assigned (Not yet filed)
N/A	N/A	MIND SURF NETWORKS	Not Assigned (Not yet filed)
76/036,333	04/27/00	HIFUSIONBLAST	Mindsurf Networks, Inc. (f/k/a HiFusion, Inc.)
N/A	N/A	ACHIEVEMENT ESSENTIALS	Not Assigned (Not yet filed)
N/A	N/A	MINDSURF NETWORKS	Not Assigned (Not yet filed)
N/A	N/A	MINDSURF NETWORKS	Not Assigned (Not yet filed)
N/A	N/A	MINDSURF NETWORKS	Not Assigned (Not yet filed)
N/A	N/A	ACHIEVEMENT ESSENTIALS	Not Assigned (Not yet filed)
N/A	N/A	ACHIEVEMENT ESSENTIALS	Not Assigned (Not yet filed)
N/A	N/A	ACHIEVEMENT ESSENTIALS	Not Assigned (Not yet filed)
75/521,618	07/20/98	STUDYCOM	Discourse Technologies, Inc. *

TRADEMARK**REEL: 002565 FRAME: 0276**

75/827,347	10/20/99	DISCOURSE WEB TRAVEL	Discourse Technologies, Inc. *
75/521,614	07/20/98	THE DISCOURSE GROUPWARE CLASSROOM	Discourse Technologies, Inc.
73/501,208	09/26/84	DISCOURSE	Discourse Technologies, Inc.
1,382,088	02/11/86		

EXHIBIT B
Intellectual Property Collateral - Patents / Patent Applications

Application / Patent No.	Filing Date	Title	Owner
N/A	N/A	Education-Based Computer System Including a Caching Server	Inventors have not yet assigned any rights to Mindsurf
09/827,349	04/06/01	Method And System For Providing Profile-Based Filtered Internet Access	Inventors have not yet assigned any rights to Mindsurf
09/635,875	08/10/00	System And Method For Universal Broadcast Messaging To Members Of A Community	Mindsurf Networks, Inc. (f/k/a HiFusion, Inc.)
PCT/US01/41651	08/10/01	System And Method For Universal Broadcast Messaging To Members Of A Community	Mindsurf, Inc.
60/181,568		Application for Design Patent	Discourse Technologies, Inc. *
09/250,687 / 6,302,698	02/16/99 10/16/01	Method And Apparatus For On-Line Teaching And Learning	Discourse Technologies, Inc. *
60/226,981		Application For Design Patent	Discourse Technologies, Inc. *
09/760,267		Application For Utility Patent	Discourse Technologies, Inc. *
5,263,869	11/23/93	Interactive Group Communication System	Discourse Technologies, Inc. *
5,437,555	08/01/95	Remote Teaching System	Discourse Technologies, Inc. *

* The Discourse Technologies, Inc. ("Discourse") patents and patent applications are subject to a security lien filed by Clarion Capital Corporation in a certain security agreement dated December 20, 1995 (the "Security Agreement"), however Discourse has indicated that it has satisfied all loan obligations to Clarion Capital Corporation under the Security Agreement, and thus Clarion has no further rights to the patents and patent applications covered under the Security Agreement.

EXHIBIT C

Security Interests

Reel / Frame No.	Recordation Date	Type of Document	Secured Parties
002474/0322	03/15/02	Security Interest	Aether Capital LLC Sylvan Ventures, LLC
002475/0432	03/15/02	Security Interest	Aether Capital LLC Sylvan Ventures, LLC
012683/0114	03/15/02	Security Interest	Aether Capital LLC Sylvan Ventures, LLC
012684/0507	03/15/02	Security Interest	Aether Capital LLC Sylvan Ventures, LLC