

MRD 7-73-98

Com 07-17-1998

ASSIGNMENTS Washington, D.C. 20231

FORM PTO-159
(Rev. 6-93)



COVER SHEET
ONLY

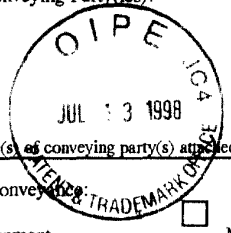
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the 100800970

record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):

HTR, INC.



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

3. Nature of conveyance:

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

Execution Date: June 29, 1998

2. Name and Address of receiving Party(ies):

Name: UOL PUBLISHING, INC.
 Street Address: 8251 Greensboro Drive, Suite 500
 City: McLean
 State: Virginia Zip: 22102

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)/Application Date

B. Patent No.(s)/Patent Date

1,790,751 AND 2,136,111

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

Jacobson, Price, Holman & Stern
 400 7th Street, N.W.
 Washington, DC 20004
 Tel. 202-638-6666

Attorney Docket No. 11092/M03375

6. Number of applications and patents involved:

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to deposit account

8. Deposit Account No.: 06-1358

(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. 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.

07/16/1998 EMBUYEN 00000170 1790751

01 FC:401

Andrew J. Gray, IV / 41,796
 Name of Person Signing / Reg.#

40.00 OP

Signature

July 13, 1998

Date

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

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT is made as of October 31, 1997 by and between HTR, INC. (hereafter "Assignor"), a corporation organized and existing under the laws of Delaware, with its seat of business at 8251 Greensboro Drive, Suite 500, McLean, Virginia 22102 and UOL PUBLISHING, INC. (hereafter "Assignee"), a corporation organized and existing under the laws of Delaware, located and doing business at 8251 Greensboro Drive, Suite 500, McLean, Virginia 22102;

WHEREAS, Assignor is the current owner of record of trademarks, service marks, tradenames, and other intellectual property (collectively the "Intellectual Property"), including U.S. Trademark Registration Nos. 1,790,751 and 2,136,111 (the "Marks");

WHEREAS, Assignee acquired all of the outstanding stock of Assignor on October 31, 1997, and is desirous of transferring the entire right, title, and interest in and to the Intellectual Property, including the Marks and the registrations therefor, together with the goodwill of the business pertaining thereto from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor does hereby assign, set over, and transfer to Assignee the entire right, title, and interest in and to the Intellectual Property, including the Marks and the registrations therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of the Intellectual Property and/or the Marks with the right to sue for and collect the same for its own use and benefit, and

for the use and on behalf of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as follows:

HTR, INC.

By: Carl A. Y...

Title: President

State of Virginia)

County of Taxfax)

ss.

On this 29th day of June, 1998, the above personally appeared before me, and acknowledged that he executed the foregoing Assignment on behalf of HTR, Inc., and pursuant to authority duly received.

Philip A. Newman
Notary Public

My comm. expires 4/30, 2000