

MRD 8-26-98

Docket No.: 574/189 100165

FORM PTO-159 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp 4/94) Copyright 1994-97 LegalStar SM05/REV02

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09-01-1998

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



100803777

Tab settings

To the Honorable Commissioner of Patents a

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1. Name of conveying party(ies):

Sylvan Learning Systems, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Maryland, Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: May 12, 1998

2. Name and address of receiving party(ies):

Name: Caliber Learning Network, Inc.

Internal Address:

Street Address: 3600 Clipper Mill Road

City: Baltimore State: MD ZIP: 21211

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Maryland, Other

If assignee is not domiciled in the United States, a domestic designation is Yes No (Designations must be a separate document from Additional name(s) & address(es) Yes No)

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/142,225 75/154,750 75/150,932 75/142,253

Additional numbers

B. Trademark Registration No.(s)

2,141,504

Yes No

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

Name: Donald N. Huff

Internal Address: Watson Cole Grindle Watson

Street Address: 1400 K Street, N.W.

Tenth Floor

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

514225 40.00 100.00

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.

Donald N. Huff

Name of Person Signing

Signature: Donald N. Huff Date: 27 August 98

Signature Date

TRADEMARK FEE: 1775 FRAME 639

## ASSIGNMENT OF TRADEMARK

WHEREAS, effective as of the date executed below, Sylvan Learning Systems, Inc. (hereinafter ASSIGNOR), 1000 Lancaster Street, Baltimore, Maryland 21202 is the owner of the trademark rights and goodwill in and to the following U.S. trademark registrations (THE TRADEMARKS):

<b>TRADEMARK</b>	<b><u>APPLICATION NO./ REGISTRATION NO.</u></b>	<b><u>FILED/ ISSUED</u></b>
CALIBER LEARNING NETWORK	75/142,225	26 July 1996
CALIBER	2,141,504	03 March 1998
MOUNTAIN PEAK design	75/154,750	19 August 1996
CALIBER LEARNING CENTER	75/150,932	14 August 1996
CALIBER PERFORMANCE LEARNING	75/142,253	26 July 1996

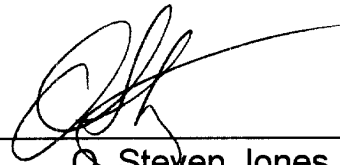
WHEREAS, Caliber Learning Network, Inc., (hereinafter ASSIGNEE), a corporation of the State of Maryland having a principal place of business at 3600 Clipper Mill Road, Baltimore, Maryland 21211 is desirous of formally acquiring the said trademark rights and goodwill in and to THE TRADEMARKS by express assignment;

NOW, THEREFORE, for good and valuable consideration, in hand receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto ASSIGNEE, its legal representatives, successors, and assigns, all trademark rights in and to said THE TRADEMARKS, together with the business symbolized thereby and goodwill appurtenant thereto, the right to sue and recover for damages for past infringement thereof, all applications to register same, and all licenses and other agreements relating to same.

I hereby set my hand at the date below entered,

SYLVAN LEARNING SYSTEMS, INC.

By



O. Steven Jones  
Vice President

8/19/98

Date