

09-25-1998



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I COVER SHEET U.S. DEPARTMENT OF COMMERCE
KS ONLY Patent and Trademark Office

To the Honorable C

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Home Study Schools Corp.

- Individual(s)
- General Partnership
- Corporation-State - New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment **22**
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 10, 1998

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

Name: Distance Education Co., L.L.C.

Internal Address: _____

Street Address: 18 Davis Lane

City: Roslyn State: NY ZIP: 11756

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

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)

B. Trademark registration No.(s)
1,359,775

Additional numbers attached? Yes No

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

Name: Erich G. Rhynhart

Internal Address: _____

Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account and additional fees or refund

8. Deposit account number:

13-0019

(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.

Erich G. Rhynhart
Name of Person Signing

Signature

09/16/98
Date

Total number of pages comprising cover sheet: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATIONS

THIS AGREEMENT made this 10th day of September, 1998, among Distance Education Co., L.L.C., a Delaware limited liability company (hereafter "Company"), Home Study Schools Corp. (hereafter "HSSC"), a New York corporation.

WHEREAS, the Company and HSSC are parties to that certain Asset Purchase Agreement (the "Agreement") pursuant to which HSSC has agreed to sell and the Company has agreed to purchase certain assets as defined in the Agreement, including the United States trademark registrations identified below (the "Marks"), along with the goodwill associated therewith; and

WHEREAS, HSSC is desirous to assign to the Company all of the HSSC's right, title and interest in and to the Marks, together with the goodwill associated with the same;

WHEREAS, the Company is desirous of acquiring the entire right, title and interest in and to the said Marks, together with the goodwill associated with the Marks;

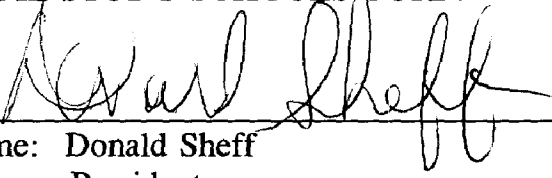
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HSSC hereby assigns and sells to the Company: (i) all of its right, title, and interest in the following registered trademarks, (ii) all of the goodwill symbolized by such Marks, and the U.S. trademark registrations for such marks, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sheffield School of Interior Design	1,359,775	September 10, 1985

IN WITNESS WHEREOF, Home Study Schools Corp. has executed this Assignment of Trademarks and Trademark Registrations, as an instrument under seal on this 10th day of September, 1998.

IN WITNESS WHEREOF, Home Study Schools Corp. has executed this Assignment of Trademarks and Trademark Registrations, as an instrument under seal on this 10th day of September, 1998.

HOME STUDY SCHOOLS CORP.

By: 

Name: Donald Sheff

Title: President

The foregoing Assignment of Trademarks and Trademark Registrations by Home Study Schools Corp. is hereby accepted as of the 10th day of September, 1998.

DISTANCE EDUCATION CO., L.L.C.

By: 

Name: David C. Sills

Title: President/CEO

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this the 10th day of September, 1998, before me appeared Donald Sheff, the person who signed this instrument, who acknowledged that he is President of Home Study Schools Corp. and that he signed such instrument as a free act on own behalf of Home Study Schools Corp.

D.L. Figueroa-Thomas

Notary Public

[Seal]

My commission expires: _____

D.L. FIGUEROA-THOMAS
Notary Public State of New York
No. 41-5039483
Qualified in Queens County
Certificate Filed in New York County
Commission Expires February 21, 1999