

12-11-98

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To the Honorable Commissioner of Patents and Trademarks: Please record the

1. Name of conveying party(ies):

2. Name and address of receiving party(ies)

Great Woods Institute for the Arts, Ltd.

Name: DLC Corp.

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

Internal Address: 16th Floor, Street Address: 650 Madison Avenue, City: New York, State: NY, ZIP: 10022

3. Nature of conveyance:

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

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

Execution Date: November 25, 1998

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 patent number(s):

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 1,781,838

Additional numbers attached? Yes No

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

Name: Thomas P. Harrison, Esq., Internal Address: Kassler & Feuer, P.C., Street Address: 101 Arch Street, City: Boston, State: MA, ZIP: 02110

6. Total number of applications and registrations involved: 1

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: N/A

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

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40.00 DP

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.

Thomas P. Harrison, Esq., Name of Person Signing

Signature of Thomas P. Harrison

12/7/98 Date

Total number of pages including cover sheet, attachments, and document: 2

ASSIGNMENT OF SERVICE MARK

This Assignment made this 25 of November, 1998, between GREAT WOODS INSTITUTE FOR THE ARTS, LTD., a Massachusetts corporation with a principal place of business at 885 South Main Street, Mansfield, Massachusetts 02048 ("Assignor") to DLC CORP., a Delaware corporation with a principal place of business at 650 Madison Avenue, 16th Floor, New York, New York 10022 ("Assignee").

WHEREAS, Assignor has adopted, has used and is using Educational Forum Great Woods as a service mark ("Mark") and is the owner of the registration of the Mark with the U.S. Patent and Trademark Office; and

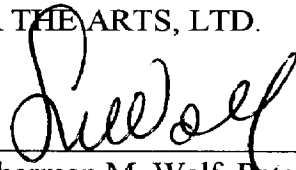
WHEREAS, Assignee is desirous of acquiring the Mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby transfers, conveys and assigns to Assignee all of its right, title, and interest in and to the Mark, together with:

- a. the registration for the Mark, registered by the U.S. Patent and Trademark Office, Registration No. 1,781,838 on July 13, 1993; and
- b. all common law trademark rights in and to the Mark; and
- c. the goodwill of the business symbolized by or associated with the Mark, and the registration thereof; and
- d. the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringement or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor has executed this Assignment to take effect as an instrument under seal as of the date first written above.

GREAT WOODS INSTITUTE
FOR THE ARTS, LTD.

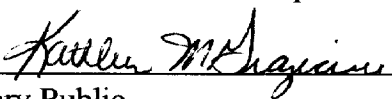
By: 
Sherman M. Wolf, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

November 25, 1998

On this 25 day of November, 1998, before me appeared Sherman M. Wolf, to me personally known, who being by me duly sworn, did say that he is the President of Great Woods Institute for the Arts, Ltd., and that said instrument was signed and sealed in behalf of said corporation, and said Sherman M. Wolf acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My Commission Expires: 2/7/03