

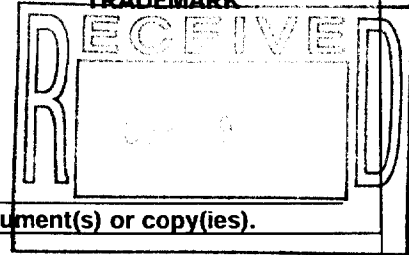
09-13-1999

TRADEMARK



101144027

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



Handwritten: 4/20 9/9/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
7/19/99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/10/1999 DNGUYEN 00000231 75550246

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/550,246"/>	<input type="text" value="75/550,244"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,921,526"/>	<input type="text" value="1,970,222"/>	<input type="text" value="1,810,038"/>
<input type="text" value="1,902,929"/>	<input type="text" value="2,146,251"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Todd E. Molz

Name of Person Signing

Signature

9/3/99

Date Signed

ASSIGNMENT OF TRADEMARKS AND APPLICATIONS

Syllabus Press, Inc., a California corporation with its principal place of business at 345 Northlake Drive, San Jose, California ("Assignor"), has adopted, used, is using and has registered the marks appearing in the attached Schedule A.

Assignor has adopted, used, is using and has applied to register the marks appearing in the attached Schedule B with the United States Patent and Trademark Office.

Assignor has adopted, used, is using and has registered the marks appearing in the attached Schedule C in the foreign nation as indicated.

The foregoing trademarks are collectively referred to as "Assignor's Trademarks."

101communications, LLC, a Delaware limited liability company ("Assignee"), wishes to acquire each of Assignor's Trademarks and all rights arising in connection with the Trademarks.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns unto Assignee all of its rights, title and interest in and to Assignor's Trademarks, together with the goodwill of the business symbolized by Assignor's Trademarks.

Assignor further assigns to Assignee all right to sue for and receive damages accruing from past infringement of the Trademarks.

Assignor further undertakes that upon request of Assignee, it will execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this Assignment, as well as to provide other material, information or assistance as Assignee may consider necessary to carry out the intent of this Assignment.

This Assignment is binding upon Assignor and Assignee, their respective successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

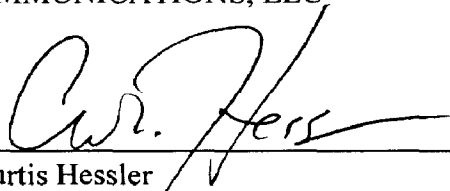
IN WITNESS WHEREOF, Assignor and Assignee has caused this Assignment to be executed by their duly authorized representatives this 19th day of July, 1999.

SYLLABUS PRESS, INC.

101COMMUNICATIONS, LLC

By: _____

John Noon
President and Secretary

By:  _____

Curtis Hessler
Chief Executive Officer

By:  _____

Name: Michael R. Weaver
Its: Chief Financial Officer

ASSIGNMENT OF TRADEMARKS AND APPLICATIONS

Syllabus Press, Inc., a California corporation with its principal place of business at 345 Northlake Drive, San Jose, California ("Assignor"), has adopted, used, is using and has registered the marks appearing in the attached Schedule A.

Assignor has adopted, used, is using and has applied to register the marks appearing in the attached Schedule B with the United States Patent and Trademark Office.

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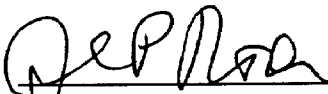
Assignor further undertakes that upon request of Assignee, it will execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this Assignment, as well as to provide other material, information or assistance as Assignee may consider necessary to carry out the intent of this Assignment.

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SYLLABUS PRESS, INC.

101COMMUNICATIONS, LLC

By:  _____
John Noon
President and Secretary

By: _____
Curtis Hessler
Chief Executive Officer

By: _____
Name:
Its:

Schedule A**U.S. Trademark Registrations**

Mark	Reg. No.	Filing Date	Int'l Class
SYLLABUS (TM)	1,921,526	03-25-91	9
SYLLABUS (TM)	1,970,222	03-25-91	16
HIGHER EDUCATION PRODUCT COMPANION (TM)	1,810,038	08-12-91	16
SYLLABUS PRESS (SM)	1,902,929	03-16-92	35
SYLLABUS (SM)	2,146,251	03-04-97	41

Schedule B**U.S. Trademark Applications**

Mark	Serial No.	Filing Date	Int'l Class
SYLLABUSMART (TM)	75/550,246	09-09-98	42
SYLLABUSWEB (TM)	75/550,244	09-09-98	9

Schedule C**Foreign Trademark Registrations**

Mark	Country	Serial No./ Reg. No.	Filing Date	Int'l Class
SYLLABUS	Japan	3,080,956	01-05-93	16