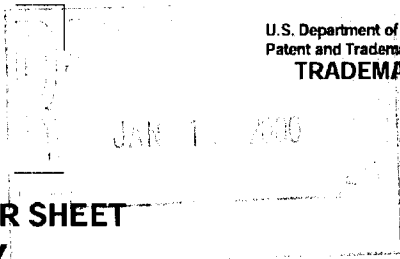


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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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

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.)

Citizenship/State of Incorporation/Organization

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02/16/2000 TTON11 00000212 75470697

01 FC:481
02 FC:482

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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="75470697"/>	<input type="text" value="75791073"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75465359"/>	<input type="text" value="75791050"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75791174"/>	<input type="text" value="75562656"/>	<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.

C. Jeannie Anderson

Name of Person Signing

C. Jeannie Anderson

Signature

1/14/2000

Date Signed

**EXHIBIT A
TO**

ASSIGNMENT OF INTELLECTUAL PROPERTY
**SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS
AND ASSOCIATED APPLICATIONS AND REGISTRATIONS**

Trademarks, Applications & Registrations

<u>Mark</u>	<u>App. Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
NATIONAL HERITAGE ACADEMIES (& Design)	75/470,697	April 20, 1998	National Heritage Academies, Inc.
NATIONAL HERITAGE ACADEMIES	75/465,359	April 9, 1998	National Heritage Academies, Inc.
SCHOOLS FOR THE AMERICAN DREAM	75/562,656	September 21, 1998	National Heritage Academies, Inc.
ACADEMY LINK (& DESIGN)	75/791,174	September 2, 1999	National Heritage Academies, Inc.
ACADEMY LINK	75/791,073	September 2, 1999	National Heritage Academies, Inc.
A (DESIGN ONLY)	75/791,050	September 2, 1999	National Heritage Academies, Inc.

Letters Patent and Patent Applications

<u>Inventor</u>	<u>Assignee</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Copyrights, Applications & Registrations

<u>Title</u>	<u>Filing Date & No.</u>	<u>Regis. No. & Issue Date</u>
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**EXHIBIT A
TO
COLLATERAL ASSIGNMENT OF SECURITY INTEREST
SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS
AND ASSOCIATED APPLICATIONS AND REGISTRATIONS**

Trademarks, Applications & Registrations

<u>Mark</u>	<u>App. Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
NATIONAL HERITAGE ACADEMIES (& Design)	75/470,697	April 20, 1998	National Heritage Academies, Inc.
NATIONAL HERITAGE ACADEMIES	75/465,359	April 9, 1998	National Heritage Academies, Inc.
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Letters Patent and Patent Applications

<u>Inventor</u>	<u>Assignee</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Copyrights, Applications & Registrations

<u>Title</u>	<u>Filing Date & No.</u>	<u>Regis. No. & Issue Date</u>
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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Collateral Assignment") is entered into by and between National Heritage Academies, Inc., a Michigan corporation ("NHA") and Charter Development Company, LLC, a Michigan limited liability company ("CDC") (collectively and on a joint basis, the "Borrower"), and FINOVA Public Finance, Inc., a Delaware corporation ("FINOVA").

WHEREAS Borrower entered into a Loan, Financing and Security Agreement dated January 6, 2000 (the "Loan Agreement") and a Pledge and Security Agreement dated January 6, 2000 (the "Pledge and Security Agreement"), with FINOVA;

WHEREAS in the Pledge and Security Agreement, Borrower granted to FINOVA a security interest in certain tangible and general intangible assets of Borrower (collectively "the Collateral"), including Borrower's Intellectual Property, as that term is defined in the Loan Agreement; and

WHEREAS Borrower and FINOVA desire to enable FINOVA to record and perfect its security interest and to effectuate FINOVA's ability to exercise its rights under the Loan Agreement and under the Pledge and Security Agreement upon the occurrence of a Default and/or an Event of Default as defined therein,

NOW, THEREFORE, in consideration of the foregoing, in furtherance of the parties' prior agreements, and for other good and valuable consideration, the receipt and sufficiency of which Borrower and FINOVA each acknowledge, the parties hereby enter into this Collateral Assignment of Intellectual Property Agreement, including the contingent power of attorney contained herein:

1. As used in this Collateral Assignment of Intellectual Property, "Intellectual Property" shall have the same definition as set forth in the Loan Agreement. Such Intellectual Property shall include, but is not limited to, the trademarks and service marks and the associated applications and registrations owned by NHA as listed in Exhibit A to this Collateral Assignment.
2. Borrower hereby grants and assigns to FINOVA, its successors, assigns and legal representatives in its capacity as a lender and to hold as agent for certain other lenders identified in Exhibit A to the Loan Agreement, as additional security in the Intellectual Property, this Collateral Assignment of the security interest in all of the Borrower's right, title and interest in and to the Intellectual Property, presently owned or hereafter acquired, including without limitation the trademarks and service marks and the associated applications and registrations owned by NHA as listed in Exhibit A to this Collateral Assignment along with all associated goodwill, and including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringement suits), all rights corresponding thereto throughout the world and all re-issues,

divisions, continuations, renewals, extensions and continuations-in-part thereof, now or hereafter existing. Without limiting the effect of the foregoing, however, until the occurrence or existence of a "Default" and/or an "Event of Default" as those terms are defined in the Loan Agreement, Borrower shall retain title to the Intellectual Property, subject to this Collateral Assignment, and FINOVA shall hold only a security interest in and the contingent right to full ownership of the Intellectual Property.

3. Subject to the limitations and provisions of Section 4 of this Collateral Assignment, Borrower hereby appoints FINOVA as its attorney-in-fact and grants to FINOVA a contingent, limited power of attorney:

a. to modify and amend Exhibit A to include any after-acquired patents and patent applications, trademarks and associated applications and registrations, copyrights and associated copyright applications and registrations, and other Intellectual Property in the event that any such Intellectual Property is acquired by Borrower while the Loan Agreement and Pledge and Security Agreement remain in effect; and

b. to execute, through any of its duly appointed officers, on behalf of Borrower or any of its successors-in-interest, the "Assignment of Intellectual Property" appended hereto as Exhibit B.

4. FINOVA acknowledges and agrees that the foregoing contingent power of attorney extends to it the authority to execute the Assignment appended at Exhibit B, to seize the patent, trademark and copyright registrations and applications for registration, and to seize the incidents of the goodwill associated with the Intellectual Property only upon the occurrence of a Default and/or an Event of Default as defined by the Loan Agreement or as otherwise allowed by law. In the event FINOVA exercises its rights under the power of attorney granted herein and executes the assignment found at Exhibit B, Borrower agrees to provide FINOVA with all reasonable assistance in acquiring, assembling, maintaining and disposing of the Intellectual Property.

5. Upon execution of this Collateral Assignment by both parties, FINOVA or its designee may record same with the U.S. Patent & Trademark Office, Assignment Division, with the U.S. Copyright Office and with such other federal and state agencies as is necessary or appropriate to memorialize and perfect its security interest in the Intellectual Property.

6. FINOVA agrees that, in the event that all obligations under the Loan Agreement and the Pledge and Security Agreement are satisfied and discharged by Borrower, the limited power of attorney granted herein shall automatically expire and FINOVA shall execute releases of its security interest at the request of Borrower, its successors or assigns.

7. Borrower agrees to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect FINOVA's rights under this Collateral Assignment, the Loan Agreement and the Pledge and Security Agreement.

8. This Collateral Assignment shall be binding upon any successor-in-interest to the parties.

9. No failure on the part of FINOVA to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by FINOVA preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under the Loan Agreement or Pledge and Security Agreement.

10. This Collateral Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Michigan. This Collateral Assignment may not be amended or modified except in a writing signed by FINOVA.

11. This Collateral Assignment is intended only to memorialize or effectuate the rights and remedies available to the parties under the Loan Agreement and the Pledge and Security Agreement, and it does not amend, revise or rescind any provision of the Loan Agreement or the Pledge and Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties agree to the foregoing this 6th day of January, 2000.

NATIONAL HERITAGE ACADEMIES, INC.

By: [Signature]

Print Name: Peter G. Ruppert

Title: President

Date: 1/6/00

Acknowledgment

On this 6th day of January, 2000, before me appeared Peter Ruppert, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF Michigan)
COUNTY OF Kent)
CITY OF Kent)

Subscribed and sworn to before me this 6th day of January, 2000.

My commission expires: 6/22/03

[Signature]
Notary Public Tammy J. Maurer
Kent County, Michigan

CHARTER DEVELOPMENT COMPANY, LLC

By: J.C. Huizenga

Print Name: JC HUIZENGA

Title: AUTHORIZED MEMBER

Date: 1/6/00

Acknowledgment

On this 6th day of January 2000, before me appeared J.C. Huizenga, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified limited liability company with authority to do so.

STATE OF Michigan)
COUNTY)
CITY OF Kent)

Subscribed and sworn to before me this 6th day of January, 2000.

My commission expires: 6/22/02

Tammy J. Maurer
Notary Public Tammy J. Maurer
Kent County, Michigan

FINOVA PUBLIC FINANCE, INC.

By: Kris A. Griebnow

Print Name: Kriss A. Griebnow

Title: Director - Credit

Date: 1/6/00

Acknowledgment

On this 6th day of January, 2000, before me appeared Kriss Griebnow, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF Michigan)
COUNTY)
CITY OF Kent)

Subscribed and sworn to before me this 6th day of January, 2000.

My commission expires: 6/22/03

Tammy J. Moorer
Notary Public Tammy J. Moorer
Kent County, Michigan

EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS National Heritage Academies, Inc., a Michigan corporation ("NHA") and Charter Development Companies, LLC, a Michigan limited liability company ("CDC") (collectively and on a joint basis, the "Borrower"), have entered into a Loan, Financing and Security Agreement dated January 6, 2000 (the "Loan Agreement") and a Pledge and Security Agreement dated January 6, 2000 (the "Pledge and Security Agreement") with FINOVA Public Finance, Inc., a Delaware corporation ("FINOVA") in which Borrower granted to FINOVA a security interest in certain intangible collateral, including the Intellectual Property of Borrower, as that term is defined in the Loan Agreement;

WHEREAS, pursuant to said Loan Agreement and Pledge and Security Agreement, Borrower and FINOVA also have entered into a Collateral Assignment of Intellectual Property dated January 6, 2000 (the "Collateral Assignment"), under which FINOVA is authorized to execute this Assignment as Borrower's attorney-in-fact upon the occurrence of a Default and/or an Event of Default as defined by the Loan Agreement and the Pledge and Security Agreement; and

WHEREAS a Default and/or an Event of Default has occurred; all conditions specified in the Loan Agreement and the Pledge and Security Agreement and otherwise in place, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-attorney have been satisfied; and FINOVA has elected to exercise its rights and remedies under the Loan Agreement, the Pledge and Security Agreement and the Collateral Assignment,

NOW THEREFORE, pursuant to the Loan Agreement, the Pledge and Security Agreement, the Collateral Assignment and the contingent power-of-attorney granted therein:

1. Borrower, by and through its attorney-in-fact as appointed by the contingent power of attorney set forth in the Collateral Assignment, hereby assigns to FINOVA all right, title and interest in all of the Intellectual Property as defined in the Loan Agreement and secured by the Pledge and Security Agreement. Without limiting the foregoing, Borrower specifically assigns to FINOVA all of its right, title and interest in and to the letters patents, patent applications, trademarks and service marks and associated applications and registrations, and copyrights and associated applications and registrations owned by NHA and identified in Exhibit A hereto.

2. Borrower agrees to execute such additional documents and provide such assistance as FINOVA may request to effectuate and perfect this assignment and to register, maintain, renew, enforce and defend the Intellectual Property.

Signed this ___ day of _____, ____.

NATIONAL HERITAGE ACADEMIES, OR
SUCCESSOR-IN-INTEREST

By: _____

ITS ATTORNEY-IN-FACT

Name: _____

Date: _____

Acknowledgment

On this ___ day of _____, _____, before me appeared _____, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF _____)

)

CITY OF _____)

Subscribed and sworn to before me this _____ day of _____, ____.

My commission expires: _____.

Notary Public

CHARTER DEVELOPMENT COMPANY, LLC

By: _____

ITS ATTORNEY-IN-FACT

Name: _____

Date: _____

Acknowledgment

On this ___ day of _____, _____, before me appeared _____, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified limited liability company with authority to do so.

STATE OF _____)

_____)

CITY OF _____)

Subscribed and sworn to before me this 6th day of January, 2000.

My commission expires: _____

Notary Public