



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LearnCom, Inc.  
714 Industrial Drive  
Bensenville, Illinois

- Individual(s)
- General Partnership
- Corporation-State **Illinois**
- Other

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: **November 26, 1999**

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

Name: **Excel, Inc.**

Internal Address:

Street Address: **555 Hamilton Avenue**

City: **Pal Alto** State: **CA** ZIP: **94301**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,230,644

Additional numbers

Yes  No

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

Name: **Melissa Masiello, Esq.**

Internal Address: **Bell, Boyd & Lloyd**

Street Address: **P.O. Box 1135**

City: **Chicago** State: **IL** ZIP: **60690**

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:

DO NOT USE THIS SPACE

04/03/2000 DNGUYEN 00000223 2230644

FC:481

40.00 DP

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.

**William F. Dolan, Esq.**

Name of Person Signing

Signature

**4/29/2000**

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

TRADEMARK ASSIGNMENT

Learncom, Inc., an Illinois corporation having its principal place of business at 714 INDUSTRIAL DR. BENSENVILLE, IL ("Assignor"), hereby represents, warrants and covenants to Excel, a California partnership having a place of business at \_\_\_\_\_ ("Assignee"), the following:

1. VPHI, Inc., a California corporation ("VPHI") owned or claimed to own various registered and unregistered trademarks as identified on Attachment A, together with all common law rights and the goodwill of the business associated with those marks as used by VPHI (hereinafter, the "Trademarks").

2. Effective as of April 28, 1997, VPHI merged with Wingsnet, Inc., an Illinois corporation ("Wingsnet")(and attached as Attachment B is a copy of the filed merger agreement certified true and correct by the Illinois Secretary of State), with Wingsnet the survivor and owner of all rights in and to the Trademarks previously claimed by VPHI.

3. Effective as of 11/26/99, Wingsnet assigned all of its right, title and interest in and to the Trademarks, and the goodwill associated therewith, to Learncom pursuant to an assignment, a true, correct and complete copy of which is attached hereto as Attachment C.

4. Assignor has not previously assigned, pledged or otherwise transferred or encumbered, in whole or in part, the Trademarks.

Furthermore, pursuant to the terms of an agreement between Assignor and Assignee dated of even date herewith, effective as of the date set forth below, for the sum of TEN DOLLARS (\$10) and for other good and valuable consideration, Assignor hereby assigns and transfers to Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest in and to the Trademarks and all trademark registrations and trademark applications relating thereto, and to all good will symbolized by and associated with the business conducted under each Trademark and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on any such Trademark, and in and to all rights corresponding to the foregoing throughout the world and universe.

This Assignment shall be deemed to be made effective as of the date specified below. This Assignment shall be binding upon the parties hereto, their heirs, successors, assigns and representatives. This Assignment shall be construed in accordance with Federal laws and the laws of the State of Illinois. In the event that any dispute arising in connection with this Assignment requires action in a court of law, Assignor hereby submits to exclusive jurisdiction over such dispute in any federal court situated in Chicago, Illinois. This Assignment may be executed in any number of counterparts, each of which when delivered shall, taken as a whole, constitute one and the same document.

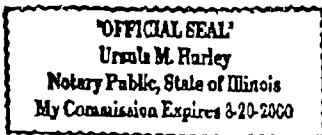
Date: Nov. 26-99

Learncom, Inc.

By: [Signature]  
Name/Title: FLOYD SIMBEN  
PRES.

State of ILLINOIS )  
County of LAKE )

On this 26<sup>th</sup> day of Nov., 1999, before me, a Notary Public in and for the County of LAKE in the State of ILLINOIS, personally appeared the above signatory, to me known, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of Learncom, Inc. for the uses and purposes set forth.



[Signature]  
Notary Public  
My Commission expires:  
8-20-2000

SEAL

**SCHEDULE A - TRADEMARKS**

**Mark:** \_\_\_\_\_ **Registration No.:** \_\_\_\_\_ **Reg. Date:** \_\_\_\_\_

Women's Millenium

2,230,644

March 9, 1999