

08-02-2000



101421272

08/02/2000 PM 3:00
CONFIRMANCE

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

08/02/2000 DNGUYEN 00000109 501275 2074650
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

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)

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.

Michael B. Fein

Michael B. Fein

6/12/00

Name of Person Signing

Signature

Date Signed

Trademark Assignment

WHEREAS, American Professional Education, a New Jersey corporation with a principal place of business at 1973 Washington Valley Road, Martinsville, NJ 08436-0415 ("Assignor"), has adopted, owns and is using the trademarks listed on Schedule III.15.B of the parties' Asset Purchase Agreement ("Purchase Agreement") of even date, which schedule includes all registered and commonlaw trademarks owned by Assignor and which are necessary for, or which have been customarily used in, the Purchased Business (as such term is defined in the Purchase Agreement) ("the Marks"); and

WHEREAS, Spring house Corporation, a Delaware corporation, with a principal place of business at 1111 Bethlehem Pike, Spring house, PA 19477 ("Assignee"), desires to acquire the Marks, the goodwill appurtenant thereto, and all other right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Marks, together with the goodwill associated therewith, all trademark registrations and pending applications, and all of Assignor's rights therein, to Assignee.

By: American Professional Education

Name:

F. William Balkie
F. WILLIAM BALKIE

Title:

PRESIDENT

Dated effective as of: 6 April 1999

ASSET PURCHASE AGREEMENT

AGREEMENT dated as of April 6, 1999, by and between **Springhouse Corporation**, a Delaware corporation having its principal place of business at 1111 Bethlehem Pike, Springhouse, PA 19477 ("**Springhouse**"), and **American Professional Education, Inc.**, a New Jersey corporation having its principal place of business at 1973 Washington Valley Road, Martinsville, NJ 08436-0415 ("**APE**").

WHEREAS, APE develops and creates review and home study courses intended for candidates for the NCLEX series of nursing qualification exams ("APE Courses") all of which are marketed and sold by APE under the tradenames "American Nursing Review," "ACE IT" and others, as well as databases, newsletters and promotional material designed to facilitate the sale of the APE Courses (collectively, the "**APE Products**");

WHEREAS, Springhouse develops and creates published material for nurses and nursing students and wishes to acquire the assets comprising the APE Products including all right, title and interest in and to the APE Courses and the American Nursing Review tradename and associated marks and logos; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

I. PURCHASE AND SALE OF ASSETS

1. Purchase of Assets and Purchased Business. Upon the terms and conditions herein set forth, APE hereby agrees to sell, convey, transfer, assign, grant and deliver to Springhouse on the Closing Date (as defined herein), and Springhouse agrees to purchase from APE on the Closing Date, all APE's right, title and interest in and to all the tangible and intangible assets of APE relating to or used in connection with APE's business of producing and marketing and selling the APE Products (collectively, the "**Assets**"), wherever such Assets are located, whether or not listed for accounting purposes on APE's Financial Statements (as defined herein), together with the business as a going concern associated with such assets (the "**Purchased Business**"), free and clear of all Encumbrances (as defined herein), and in connection with such purchase Springhouse shall assume and discharge (i) those ordinary course obligations and liabilities directly associated with deferred income in connection with the APE Courses to be given after the Closing Date, and (ii) the Assumed Contracts (as defined below) (collectively, the "**Assumed Liabilities**"), but excepting the obligations related to the **Excluded Assets** and the **Excluded Liabilities** (as those terms are defined below). The Assets include the following:

A. all right, title and interest in and to the **APE Products**, as listed in Schedule I.1.A, including all right to publish, market, license and distribute same;

B. the trademarks and tradenames listed in Schedule III.15.B, which Schedule includes all names, service marks, trademarks, designations and logos used in connection with the Assets and

Purchased Business including the American Nursing Review tradename, the ACE IT tradename, and all trademark applications and registrations listed in Schedule III.15.B (the “**Trademarks**”):

C. all copyrights owned by or licensed to APE with respect to material used or generated in connection with the APE Products and the Purchased Business (including copyright or licenses to the individual components of the APE Courses, and copyrights in and to the constituent elements, articles, submissions and other editorial material and compilations comprising the APE Courses) and all copyright applications and registrations therefor listed. (the “**Copyrights**”):

D. all right, title and interest in and to the Assumed Contracts (as defined in Section III.9.A)

E. all APE’s computers systems and software and other data processing and storage materials (regardless of format or medium) presently used by APE in connection with the Purchased Business including all proprietary software, search engines, information retrieval systems, access systems, subdatabases, web pages, and domain names and all third-party software, search engines, information retrieval systems, access systems, subdatabases used or operated by APE pursuant to valid license or similar agreements or arrangements:

F. all inventories relating to the Purchased Business;

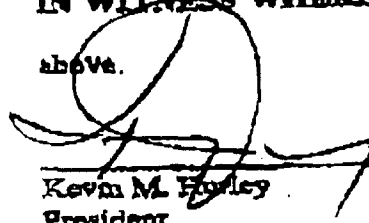
G. all APE’s research, work-in-process, manuscripts, artwork, graphic depictions, and know-how of APE of every nature and kind relating to development and production of the APE Products or otherwise relating to the Purchased Business;

04/06/99 17:11:48 From-ELSEVIER SCIENCE LEGAL DEPT
04/05/99 20:15 FAX 215 628 2828
04/05/99 MON 17:10 FAX 215 628 3080


EXECUTIVE
HURLEY
SE-EXECUTIVE
+2156282872

ES
HURLEY
T-135 P.02/08 2-100

IN WITNESS WHEREOF, the parties have set their hands below as of the date first written above.



Kevin M. Hurley
President
Springhouse Corporation



F. William Balkie
President
American Professional Education

1. American Nursing Review. The Guaranteed Review.
2. The American Nursing Student
3. ACE IT! A Home Study Program for NCLEX-RN.