

12-05-2000

HEET

Docket No.:



LY

020287.007

101536662

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

1. Name of conveying party(ies):

Educational Field Studies, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 5, 1999

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

Name: Educational field Studies, LLC

Internal Address: _____

Street Address: 2000 Holiday Drive

City: Charlottesville State: VA ZIP: 22901

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

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)

75/799,337
75/748,300

Additional numbers

B. Trademark Registration No.(s)

2,327,591

Yes No

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

Name: Nancy Talavera Wood

Internal Address: _____

Kennedy Covington Lobdell & Hickman, LLP

Street Address: Bank of America Corporate Center,

Suite 4200, 100 North Tryon Street

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

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.

Nancy Talavera Wood

Name of Person Signing

Signature

November 10, 2000

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 002186 FRAME: 0108

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made as of the 5th day of October, 1999, by **EDUCATIONAL FIELD STUDIES, INC.**, a Nevada corporation ("Seller"), to **EDUCATIONAL FIELD STUDIES, LLC**, a Delaware limited liability company ("Purchaser").

STATEMENT OF PURPOSE:

Seller and Purchaser are parties to an Asset Purchase Agreement dated as of even date herewith by and among Purchaser, Seller, Lakeland Holdings, LLC, Laurence C. Lusvardi, Carla Tange Lusvardi, Mark J. Lusvardi and Ronald A. DeCaprio (the "Purchase Agreement"), which provides in Section 2(a) for the sale and conveyance by Seller to Purchaser of all of the Assets used in the Business of Seller other than the Excluded Assets. Seller and Purchaser desire to effect the sale, transfer and assignment of the Assets to Purchaser pursuant to this Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement

A G R E E M E N T:

In consideration of the above recitals and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby agree as follows:

1. Seller does hereby sell, assign, transfer, convey and deliver to Purchaser the Assets and all of Seller's right, title and interest, legal and equitable, in the Assets, including without limitation:

(i) all cash, cash equivalents and marketable securities of Seller;

(ii) all accounts and notes receivable (including, without limitation, the Shareholder Notes), proceeds and all rebates from suppliers, distributors or other Persons which relate to the Business (collectively, the "Receivables");

(iii) all trade fixtures, machinery and equipment, computers, office equipment and supplies, other supplies, furniture, parts and other tangible personal property owned or used (whether currently used or used at any time during the eighteen (18) months prior to the Closing Date) in the conduct of the Business (the "Equipment"), and any additions or accessions thereto or substitutions therefor or proceeds thereof;

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(iv) all automobiles, buses, trucks, trailers and other certificated vehicles owned by Seller and used in the Business as described in Schedule 2(a)(iv) (the "Vehicles");

(v) all real property and interests (including all leasehold interests) in real property and buildings, structures and improvements thereon (including all easements, rights-of-way, water rights, tenements, hereditaments, appurtenances, fixtures and other real property rights appertaining thereto) owned by Seller and more particularly described on Schedule 2(a)(v) (the "Real Property");

(vi) all right, title and interest of Seller under all contracts, agreements, memberships, understandings and commitments whatsoever relating to the Business, including the Material Contracts set forth on Schedule 5(p), including all rights of refund and offset and all privileges, deposits, claims, causes of action and options relating or pertaining thereto (the "Contracts");

(vii) all United States (including the individual states and territories of the United States) and foreign registered trademarks, service marks and trade names (including, without limitation, "Educational Field Studies" and "EFS"); unregistered trademarks (including trade dress), service marks and trade names; trademark, service mark and trade name applications; product designations; designs; unexpired patents; pending and filed patent applications; current and active invention disclosures; inventions on which disclosures are to be prepared; trade secrets; registered copyrights; and unregistered copyrights (along with license rights pertaining thereto, but only to the extent that Seller's rights to license and use such computer programs and software can legally be transferred and assigned to Purchaser), customer lists, teacher lists, student lists, the Internet domain names EFSWORLD.COM, EFSWORLD.NET and EFSWORLD.ORG, the contents of the web pages located at EFSWORLD.COM, EFSWORLD.NET and EFSWORLD.ORG and other intellectual property belonging to or used by Seller or, to the extent that such intellectual property is derivative of intellectual property belonging to or used by Seller, by any EFS Related Entity, and the goodwill of the business in connection therewith (the "Intellectual Property").

(viii) all of the books, records, papers and instruments of whatever nature and wherever located (within the possession or control of Seller, the Shareholders and their respective agents including, without limitation, Angres, Hale Lane and Ashley Quinn Nelson), whether stored in or readable or accessible by computer or otherwise, that relate to the Business or the Assets or that are required or necessary in order for Purchaser to conduct the Business from and after the Closing Date in the manner in which it is presently being conducted;

(ix) all deposits, receipts and credits relating to the Business, including all customer deposits on current contracts and current and future tour bookings;

(x) all prepaid tour costs and other prepaid expenses, rental credits, deferred costs and expenses, and all other items of the type classified as "current assets" in accordance with GAAP which relate to the Business;

(xi) all of Seller's federal, state and local permits, authorizations, certificates, approvals, registrations, variances, exceptions, franchises, grants and licenses of every kind and character (including, without limitation, under any state seller of travel laws) required for the conduct of the Business as currently conducted to the extent assignment thereof to Purchaser is permitted by applicable law; and

(xii) all other or additional privileges, rights, interest, properties and assets of Seller of every kind and description wherever located that are used or intended for use in connection with, or that are necessary to the continued conduct of, the Business as presently being conducted (other than the Excluded Assets).

2. Notwithstanding anything to the contrary stated or implied herein, the Assets to be sold, assigned, transferred, conveyed and delivered hereunder, and the term "Assets" as used herein, shall not include the following assets of the Seller (the "Excluded Assets"):

(i) the assets and properties of Seller not used at any time during the eighteen (18) months prior to the Closing Date in the Business as set forth on Schedule 2(b)(i) hereto and any other assets and properties of Seller set forth on Schedule 2(b)(i) hereto;

(ii) all correspondence between Seller or the Shareholders and Hale Lane, Angres and other professional advisors to Seller to the extent such correspondence relates to this Purchase Agreement or the transactions contemplated hereby;

(iii) Seller's corporate franchise, corporate records, stock records and ledgers, corporate franchise tax returns and records and other records relating solely to Seller's organization and capitalization; and

(iv) all rights of Seller under this Purchase Agreement.

3. The sale, assignment, transfer, conveyance and delivery of the Assets hereunder are in accordance with and are subject to the terms and conditions of the Purchase Agreement (including, without limitation, all of the representations, warranties, and covenants relating to the Assets)

4. Seller agrees that upon request of Purchaser, at any time and from time to time, Seller will do, execute, acknowledge and deliver, or will cause to be done,

executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to evidence further the sale, assignment, transfer, conveyance and delivery of the Assets to Purchaser hereunder, or to aid or assist Purchaser in reducing to its possession, title to and possession of any and all of the Assets sold, assigned, transferred, conveyed and delivered hereby.

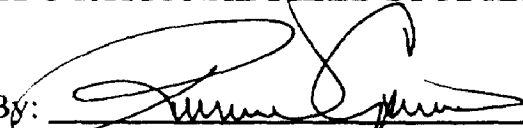
5. This Agreement shall inure to the benefit of and be binding upon Seller and Purchaser and their respective successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Seller has executed this Agreement as of the date first above written.

SELLER:

EDUCATIONAL FIELD STUDIES, INC.

By: 
Name: RONALD A DE CHORIO
Title: PRESIDENT

ATTACHMENT TO TRADEMARK ASSIGNMENT COVER SHEET

Canada

MARK	REG./SERIAL NO.	REG./FILING DATE
EFS	TMA426,427	Reg. 4/22/94

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LIB: C2

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REEL: 002186 FRAME: 0114

ATTACHMENT TO TRADEMARK ASSIGNMENT COVER SHEET

U.S.

MARK	REG./SERIAL NO.	REG./FILING DATE
EFS CHRISTIAN DISCOVERIES	2,327,591	Reg. 3/14/00
EFS NETWORKS	75/799,337	Filed 9/14/99
EFS WORLD	75/748,300	Filed 7/12/99

0197042.G3
LIB. C 2

RECORDED: 12/05/2000

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