

01-08-2001

U.S. Department of Commerce  
Patent and Trademark Office

RECO



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*llp 12.20.01 T*

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

1. Name of conveying party(ies):  
 Connecticut Innovations, Incorporated  
 (Formerly known as Connecticut Product Development Corporation)

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State of Connecticut  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
 Name: Professional Flash Cards Ltd.,  
 Address: 80 Washington Street  
 Norwalk, Connecticut 06854

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other - Release of Collateral Assignment and Security Agreement

Execution Date: November 15, 1994

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 1,514,556  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Sandra Covington, Esq.  
 Cowan, Liebowitz & Latman, P.C.  
 1133 Avenue of the Americas  
 New York, NY 10036-6799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00  
 Enclosed  
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

Sandra Covington                      *Sandra Covington*                      December 13, 2000  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 2

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

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TRADEMARK  
REEL: 002206 FRAME: 0959

ASSIGNMENT

This Assignment is entered into as of the 15<sup>th</sup> day of November, 1994, by and between Connecticut Innovations, Incorporated, a Connecticut corporation (the "Assignor") and Professional Flash Cards Ltd., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the assignee of certain intellectual property rights (the "Rights") of Assignee under a certain Collateral Assignment and Security Agreement dated September 27, 1989, including particularly the registered trademark "LAW IN A FLASH" and shooting star design (Registration Number 1,514,556); and

WHEREAS, Assignor has agreed to reassign to Assignee the Rights, including the "LAW IN A FLASH" trademark, in connection with a sale of Assignor's rights against Assignee to Emanuel Law Outlines, Inc.;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor assigns and transfers to the Assignee or its assigns all of Assignor's right, title and interest in and to the Rights, including particularly all of its right, title and interest in and to the registered trademark "LAW IN A FLASH" and shooting star design (Registration Number 1,514,556).

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:  
Connecticut Innovations, Incorporated  
(formerly known as Connecticut Product  
Development Corporation)

By: Victor R. Budnick  
Victor R. Budnick  
Its Acting President and Executive Director

ASSIGNEE:  
Professional Flash Cards Ltd.

By: [Signature]  
Its CEO/Chairman

## ASSIGNMENT

This Assignment is entered into as of the 15<sup>th</sup> day of November, 1994, by and between Connecticut Innovations, Incorporated, a Connecticut corporation (the "Assignor") and Emanuel Law Outlines, Inc., a corporation with its principal office in Larchmont, New York (the "Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee have agreed in a letter dated September 26, 1994 (the "Letter Agreement") that Assignor will assign to Assignee all of its claims against Professional Flash Cards, Inc., Glenn S. Frost and Kimm A. Walton in exchange for the payment of \$70,000.00 as set forth in the Letter Agreement; and

WHEREAS, Assignor's claims against Professional Flash Cards, Inc., Glenn S. Frost and Kimm A. Walton include a security interest in the assets of Professional Flash Cards, Inc., including its intellectual property rights, and personal guaranties of Glenn S. Frost and Kimm A. Walton;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor assigns and transfers to the Assignee all of Assignor's right, title and interest in a certain Promissory Note dated September 27, 1989, the original principal amount of which was \$75,000.00. The original Promissory Note is attached.

2. The Assignor assigns and transfers to the Assignee all of Assignor's rights under a certain Security Agreement dated September 27, 1989. The original Security Agreement is attached. The security interest created by the Security Agreement was perfected by the filing with the office of the Secretary of the State of Connecticut of a UCC-1 Financing Statement, filing number ST-16950 on September 28, 1989. The Secured Party Copy of said Financing Statement, along with an original executed UCC-3 Financing Statement assigning to the Assignee the rights under the original filing, is attached.

3. The Assignor assigns and transfers to the Assignee all of Assignor's rights under a certain Collateral Assignment and Security Agreement dated September 27, 1989. The original Collateral Assignment and Security Agreement is attached.

d. 4. The Assignor assigns and transfers to the Assignee all of Assignor's rights under a certain Guaranty dated September 27, 1989, under which Glenn S. Frost and Kimm A. Walton personally guaranteed Professional Flash Cards, Inc.'s obligations to the Assignee. The original Guaranty is attached.

5. The Assignor makes no representation or warranty as to the enforceability of the claims or rights assigned herein.

6. This Assignment is made pursuant to and subject to the terms of the Letter Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

Connecticut Innovations, Incorporated  
(formerly known as Connecticut Product  
Development Corporation)

By: Victor R. Budnick

Victor R. Budnick  
Its Acting President and Executive Director

ASSIGNEE:

Emanuel Law Outlines, Inc.

By: Steven Emanuel

Its PRESIDENT


**RELEASE**

Upon becoming effective as set forth below, Connecticut Innovations, Incorporated ("CII") does hereby remise, release and forever discharge, and by these presents does for each of its successors and assigns, remise, release and forever discharge Professional Flash Cards Ltd. and each of its respective officers, directors, employees, affiliates and stockholders, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, bills, taxes, covenants, contracts, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, known or unknown, which CII ever had, now has or which it shall or may have, arising out of a transaction described in a certain Loan Agreement and related instruments between CII and Professional Flash Cards Ltd. dated as of September 27, 1989.

This Release shall become effective upon its release from escrow. Escrow shall cease upon the satisfaction by Emanuel Law Outlines, Inc. ("Emanuel") of its obligations under a certain Letter Agreement between Emanuel and CII dated September 26, 1994, which is expected to occur not later than February 15, 1996.

IN WITNESS WHEREOF, an authorized officer of CII has executed this Release this 15<sup>th</sup> day of November, 1994.

CONNECTICUT INNOVATIONS, INCOPORATED  
(formerly known as Connecticut Product  
Development Corporation)

By   
Victor R. Budnick  
Its Acting President and Executive Director