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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

01-05-2001



MRD 1-5-1

U.S. Patent & TMOs/TM Mail Rcpt Dt. #11

Owner of Patents

101583920

Attached original documents or copy thereof.

1. Name of conveying party(ies):
New Horizons Education Corporation

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

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

3. Nature of conveyance:

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

Execution Date: November 30, 2000

2. Name and address of receiving party(ies)
New Horizon Computer Learning
Name: Center, Inc.

Internal Address: Suite 110

Street Address: 1231 East Dyer Road

City: Santa Ana State: CA ZIP: 92705

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,337,233

Additional numbers attached? Yes No

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

Name: Rochelle B. Spandorf

Internal Address: Sonnenschein Nath & Rosenthal

P.O. Box 061080

Wacker Drive Station

Street Address: Sears Tower

City: Chicago State: IL ZIP: 60606-1080

01/16/2001 DNGUYEN 00000146 1337233

01 FC:481 40.00 OP

DO NOT USE THIS SPACE

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, only

if necessary

8. Deposit account number:

19 3140

(Attach duplicate copy of this page if paying by deposit account)

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.

Mary Puglise
Name of Person Signing

Mary Puglise
Signature

1/5/01
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002211 FRAME: 0304

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), entered into and effective this 30th day of November, 2000, is by and between New Horizons Education Corporation, a Delaware Corporation having a principal place of business at 1231 East Dyer Road, Suite 110, Santa Ana, California 92705 ("NHEC"), and New Horizons Computer Learning Center, Inc., a California Corporation having a principal place of business at 1231 East Dyer Road, Suite 110, Santa Ana, California 92705 ("Assignor").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer unto NHEC and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the subject matter of U.S. Trademark Reg. No. 1,337,233 for the mark NEW HORIZONS® and any and all common law rights in the same (the "Mark") together with all of the goodwill of Assignor's business connected with the use of and symbolized by said Mark, and any and all claims for damages by reason of past infringement of said Mark together with the right to sue and collect damages therefor.

Assignor also hereby sells, assigns and transfers unto NHEC its entire right, title and interest in and to said Mark and in and to any and all applications for foreign trademarks therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties respecting said Mark in foreign countries. Assignor further authorizes NHEC to apply for protection of said Mark in foreign countries directly in NHEC's own name, and to claim priority of the Mark's U.S. filing date under the provisions of any and all international conventions and treaties.

Assignor agrees that, upon request, it will sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Mark in all countries and for vesting title thereto in NHEC, its successors, assigns and legal representatives or nominees. Assignor covenants to NHEC, its successors, assigns and legal representatives, that the Mark hereby conveyed is free from Assignor's prior assignment, grant, mortgage, license or other encumbrance.

IN WITNESS WHEREOF, Assignor has executed this Agreement on the date set forth below.

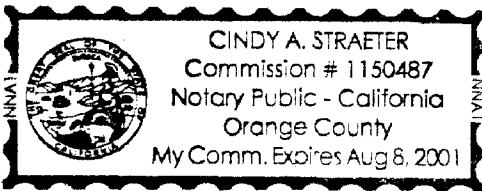
New Horizons Computer Learning Center, Inc.

Dated: 11/30/00

By: Nicola Trigg

Name: NICOLA TRIGG

Title: Vice President & General Counsel



ACKNOWLEDGEMENT

STATE OF California)
) SS
COUNTY OF Orange)

On the 30th day of November, 2000, before me personally appeared Nicola Trigg, known to me ~~to be~~ proved to me on the basis of satisfactory evidence to be the of described in and who acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed.

[Signature]
Notary Public

My commission expires: August 8, 2001

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