

04-18-2001

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ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

4.501

101678394

Original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

New Horizons Computer Learning Center, Inc., a California corporation

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

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

3. Nature of conveyance:

- X Assignment Merger
Security Agreement Change of Name
X Other REQUEST FOR CORRECTED RECORDATION, because Assignor and Assignee were not correct on the previous cover sheet (copy enclosed) recorded on January 5, 2001 at Reel 002211, Frame 0304.

Execution Date: November 30, 2000

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

Name: New Horizons Education Corporation
A Delaware corporation
Address: 1231 East Dyer Road, Suite #10 Santa Ana, CA 92705

- Individual(s) Citizenship
Association
General Partnership
Limited Partnership
X Corporation - State
Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic

representative designation is attached: Yes No
(Designation must be a separate document from Assignment.)

Additional name(s) & address(es) attached? Yes X No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s):

1,337,233

Additional numbers attached? Yes X No

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

Name: Rochelle B. Spandorf, Esq.
Address: Sonnenschein Nath & Rosenthal P.O. Box 061080 Wacker Drive Station, Sears Tower Chicago, IL 60606-1080
Telephone: 213.892.5036

6. Total Number of applications and registrations involved: 1

(\$40 first mark per document; \$25 second and subsequent marks in same document.)

7. Total fee (37 CFR 3.41)..... \$ 40.00

X Check Enclosed

8. X Authorized to charge any additional fees or any overpayment to Deposit Account No. 19-3140

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.

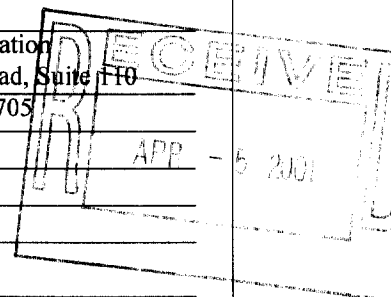
Jennifer H. Hammond, Esq.
Attorney or Agent

Signature of Jennifer H. Hammond

4/2/2001
Date

Reg. No. 41,814

10. Total number of pages including cover sheet: 5



04/18/2001 BYRNE 00000101 1337233 40.00 EP 01 FC:481



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01-16-2001

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

01-05-2001

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



101583920

MRD 1-5-1

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

6. Total number of applications and registrations involved:

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)

01 FC:481

40.00 DP

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.

Mary Puglise  
Name of Person Signing

Signature

1/5/01  
Date

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

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

TRADEMARK  
REEL: 002273 FRAME: 0002

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), entered into and effective this 30<sup>th</sup> 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.

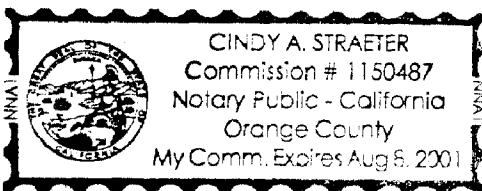
New Horizons Computer Learning Center, Inc.

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 30<sup>th</sup> day of November, 2000, before me personally appeared Nicola Trigg, known to me or 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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