

04-20-2001



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ORIGINAL

418-01

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 **MPD 4.18.01**

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

Merger  Effective Date  
Month Day Year

Change of Name

Other

Conveying Party **78021580**

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

04/18/2001 JJALLAH2 00000005 78021580

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20221

TRADEMARK  
REEL: 002275 FRAME: 0776

**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)

<input type="text" value="78/021580"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

William C. Whittemore, III

April 12, 2001

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARK

# COPY

THIS ASSIGNMENT, made as of the 4<sup>th</sup> of April, 2001 (the "Effective Date") by and between JOHN NICHOLAS PERCIVAL, an individual residing at 193 Peaceable Street, Ridgefield, Connecticut 06877 ("Assignor") and TEACHERWEB, INC., a Delaware corporation with its offices at 182 Holmes Road, Ridgefield, Connecticut 06877 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the owner of the trademark "TEACHERWEB" (hereinafter referred to as the "Mark" or the "said Mark"), with a currently pending application (Serial No. 78021580) for registration on the Principal Register of the United States Patent and Trademark Office ("USPTO"), and more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Assignee is in the business of designing and implementing web sites on the World Wide Web, and is, as of and from the Effective Date, desirous of acquiring any and all rights that Assignor may have in and to the said Mark, together with the goodwill of the Assignor's business, if any, in connection with which the said Mark is used and which is symbolized by the said Mark, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, both Assignor and Assignee are desirous of completing the transfer of the said Mark in accordance with the terms hereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said Mark, together with the above-referenced pending application and any resulting registration therefor in the United States, and all rights and registrations therefor and thereto throughout the world, together with all other intellectual property rights therein, and the goodwill of the business, if any, in connection with which the said mark is used and which is symbolized by the said Mark, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee or by the USPTO, to the extent such evidence is in the possession or control of Assignor or reasonably accessible to Assignor.

In furtherance of this Assignment, Assignor hereby represents, warrants and covenants to Assignee as follows:

1. That this Assignment shall be irrevocable, total and indivisible such that no rights whatsoever in the said Mark shall be retained by Assignor once it is released to Assignee per the terms hereof;
2. That the said Mark has been continuously in use since November 1, 1996, in the channels and classes of trade in which registration of the said Mark is currently being sought from the USPTO, and has not been abandoned;
3. That there are no existing or prior assignments, mortgages, licenses, hypothecations or other alienations of the said Mark, whether recorded or unrecorded, which have been granted in or against the said Mark by Assignor, except for this Assignment;
4. That the Assignor is the exclusive owner of the said Mark, and that the Assignor has not gifted or otherwise transferred the said Mark (and shall not do so) to or for the benefit of any other person or entity;
5. That no reversionary rights, rights-of-refusal or other covenant, positive or negative in Assignor's favor, is implied, or to be implied, by virtue of this Assignment;
6. That the Assignor has no knowledge of any prior infringements of or by the said Mark during the period prior to the Effective Date of this Assignment.

Assignor hereby irrevocably constitutes and appoints Assignee as its lawful attorney-in-fact to effect a transfer of the said Mark on the records of the USPTO, and to execute any and all other documents on Assignor's behalf which are necessary or required to effect Assignee's rights and entitlements hereunder.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the day and year set forth below:

Date: April 4, 2001

ASSIGNOR

By: J. Nicholas Percival  
Name: John Nicholas Percival



**SCHEDULE A**

Applicant: TeacherWeb, Inc.  
Serial No.: 78021580  
Date of First Use in Commerce: February 15, 1997  
Mark: TEACHERWEB