

4/5/01



Y

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101745992

To the Honorable Commissioner c.

attached original documents or copy thereof.

1. Name of conveying party(ies):
Computer-Ed, Inc.

fe
6-13-01

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

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

2. Name and address of receiving party(ies):
Name: Lincoln Technical Institute, Inc.

Internal Address: _____

Street Address: 200 Executive Drive, Suite 340

City: West Orange, State: NJ ZIP: 07052

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New Jersey
- 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 conveyances:

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

Execution Date: March 16, 2001

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE B

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address: _____

04/05/2001 CT0N11 00000154 1397996

01 FC:481 40.00 OP

02 FC:482 50.00 OP

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41): _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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

Luisa Vizcarrondo
Name of Person Signing

Luisa Vizcarrondo (B6)
Signature

4-02-01
Date

Total number of pages including coversheet, attachments and document: 18

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE B

TRADEMARKS

CE Computer-Ed	Reg. # 1,397,996
CE Computer Ed and Design	Reg. # 2,351,087
CE Kids	Reg. # 2, 273,675

Domain Names

COMPUTEREDCAMP.COM
COMPUTEREDCAMPS.COM
COMPUTERCAMPS.COM
COMPUTER-EDCAMPS.COM
COMPUTER-EDCAMP.COM
COMPUTERED.COMCEKIDS.COM

SCHEDULE B-1

TRADEMARK
REEL: 002312 FRAME: 0413

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") dated as of March 16, 2001, by and between COMPUTER-ED, INC., a Massachusetts corporation (the "Seller"), and LINCOLN TECHNICAL INSTITUTE, INC., a New Jersey corporation (the "Purchaser").

WHEREAS, Seller owns all right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"):

(a) the patents, patent applications, statutory invention registrations and patent invention disclosures set forth in Schedule A attached hereto, any and all divisionals, continuations, continuations-in-part, reissues, reexaminations or extensions thereof, and all rights therein provided by international treaties and conventions (the "Patents");

(b) the trademarks, service marks, collective marks, composite marks, trade dress, product configurations, logos, trade names, corporate names, domain names, symbols, slogans and other indicia of source, origin or goodwill, including the registrations and applications for registration thereof set forth in Schedule B attached hereto, including reissues, extensions and renewals thereof, all common law rights thereto, and all rights therein provided by international treaties and conventions, and in each case, together with the goodwill symbolized thereby (the "Trademarks");

(c) published or unpublished copyrights, works of authorship of any type, including mask works, industrial designs and computer software, registrations and applications for registration thereof throughout the world set forth in Schedule C attached hereto, including renewals and extensions thereof, all moral and common law rights thereto and all rights therein provided by international treaties and conventions (the "Copyrights");

(d) inventions (whether patentable or not), know-how, trade secrets and other technology, intellectual and industrial property related to the Business (as defined in the Asset Purchase Agreement referenced below);

WHEREAS, with respect to any United States intent-to-use applications included in the Trademarks, Seller has a bona fide intent to use such trademarks in connection with the goods and/or services for which such applications have been filed;

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement, dated as of February 9, 2001 (the "Asset Purchase Agreement"), and as a condition to Closing (as defined in the Asset Purchase Agreement), the Parties agree to enter into this Agreement pursuant to which Seller will assign to Purchaser all of all of Seller's right, title and interest in the Assigned Intellectual Property.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TRADEMARK

REEL: 002312 FRAME: 0414

1. Assignment and Transfer. Seller hereby sells, assigns, conveys and transfers to Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Seller's right, title and interest, throughout the world, in and to the Assigned Intellectual Property, including all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, misappropriation, dilution, violation, or unlawful imitation, whether presently known or unknown, of such Assigned Intellectual Property. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Intellectual Property to Purchaser.

2. Further Assurances. Seller covenants and agrees that it will, upon the reasonable request of Purchaser and at Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Assigned Intellectual Property hereunder.

3. Representations and Warranties. Except as set forth above and in the Asset Purchase Agreement, Seller makes no warranty, express or implied, with respect to the Assigned Intellectual Property, and Purchaser shall have no recourse against Seller therefor.

4. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any New York state or federal court sitting in the county and state of New York. The Parties hereto expressly (i) consent and agree to the exclusive jurisdiction of any such court or venue therein, (ii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iii) agree that service of process upon such party in any such action or proceeding shall be effective.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Recordation. If Purchaser elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, Purchaser shall bear all costs and fees associated with such recording.

IN WITNESS WHEREOF, the Parties have caused this Assignment of Intellectual Property to be executed as of the date first written above by its officer thereunto duly authorized.

COMPUTER-ED, INC.

By Marilyn R. Pardus
Name: Marilyn R. Pardus
Title: President

LINCOLN TECHNICAL INSTITUTE, INC.

By David F. Carney
Name: David F. Carney
Title: Chairman and Chief Executive
Officer

SCHEDULE A

PATENTS

NONE

SCHEDULE A-1

TRADEMARK
REEL: 002312 FRAME: 0417

SCHEDULE B

TRADEMARKS

CE Computer-Ed	Reg. # 1,397,996
CE Computer Ed and Design	Reg. # 2,351,087
CE Kids	Reg. # 2, 273,675

Domain Names

COMPUTEREDCAMP.COM
COMPUTEREDCAMPS.COM
COMPUTERCAMPS.COM
COMPUTER-EDCAMPS.COM
COMPUTER-EDCAMP.COM
COMPUTERED.COMCEKIDS.COM

SCHEDULE C

COPYRIGHTS

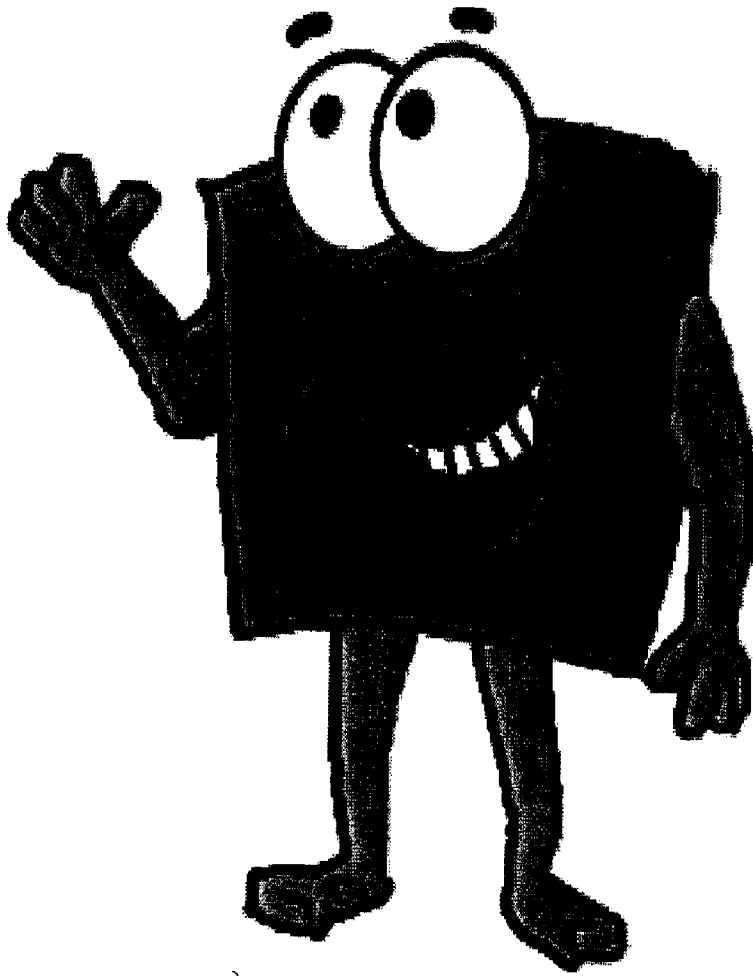
All copyrights owned by the Seller used in the Business (as defined in the Asset Purchase Agreement), other than copyrights in and to the cartoon characters attached as Annex I to this Schedule C.

SCHEDULE C-1

TRADEMARK
REEL: 002312 FRAME: 0419

ANNEX I

EXCLUDED COPYRIGHTS



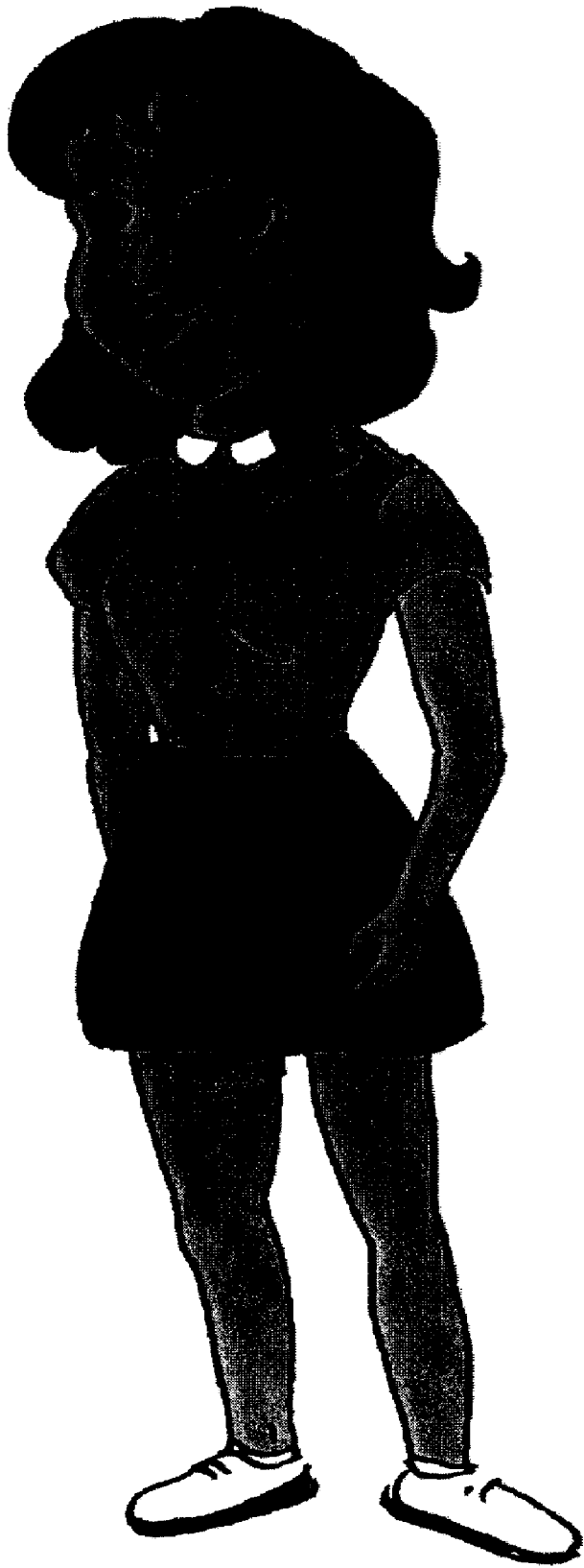
Copyright© 1996, Nobuis Edutainment, a division of Computer-Ec[®] Inc.
Creator: Thomas A. Riley

TRADEMARK
REEL: 002312 FRAME: 0421



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Creator: Thomas A. Riley

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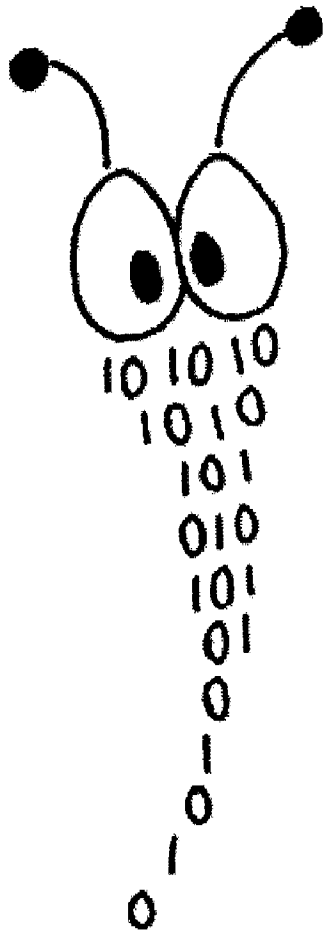
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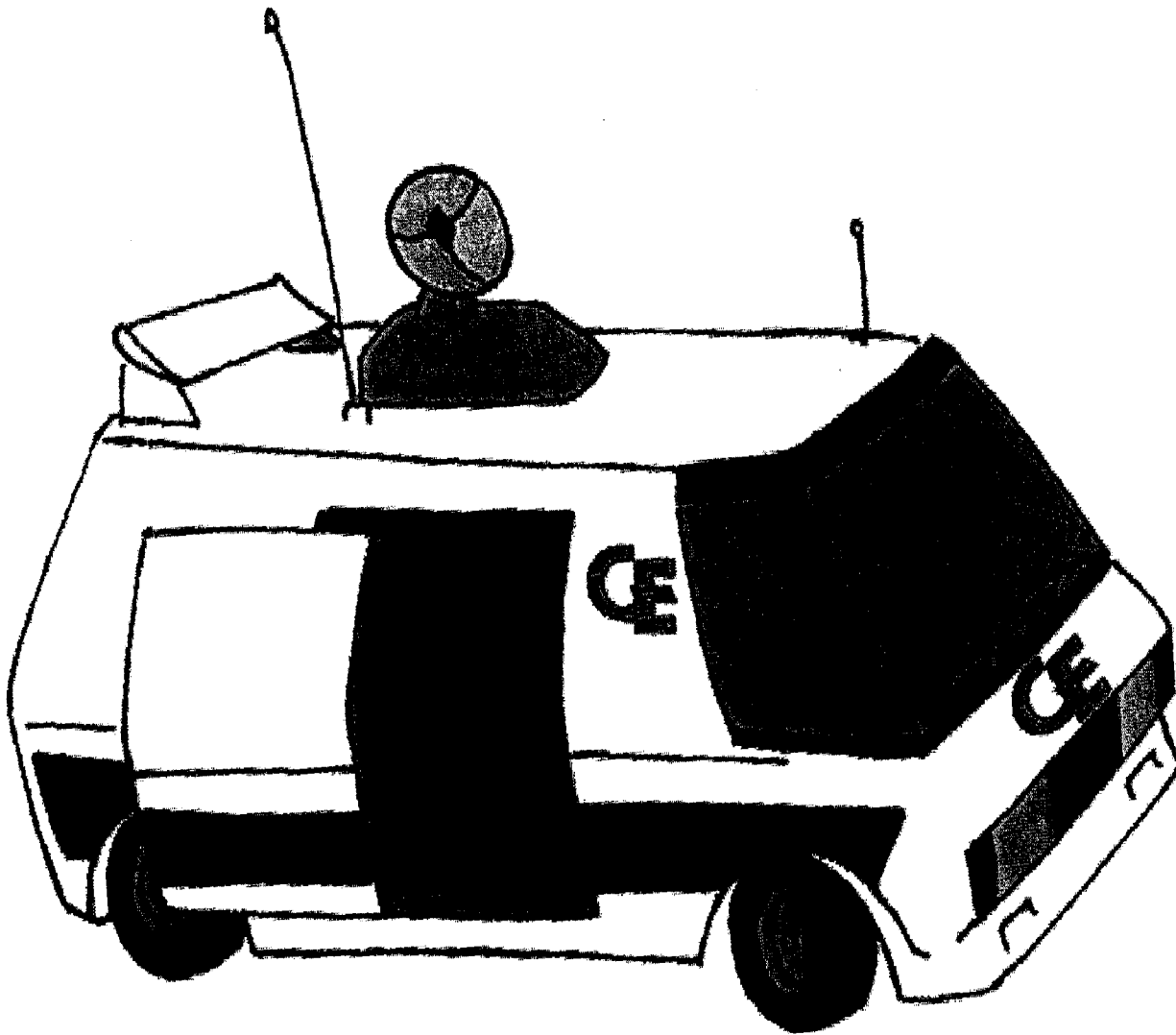


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REEL: 002312 FRAME: 0427

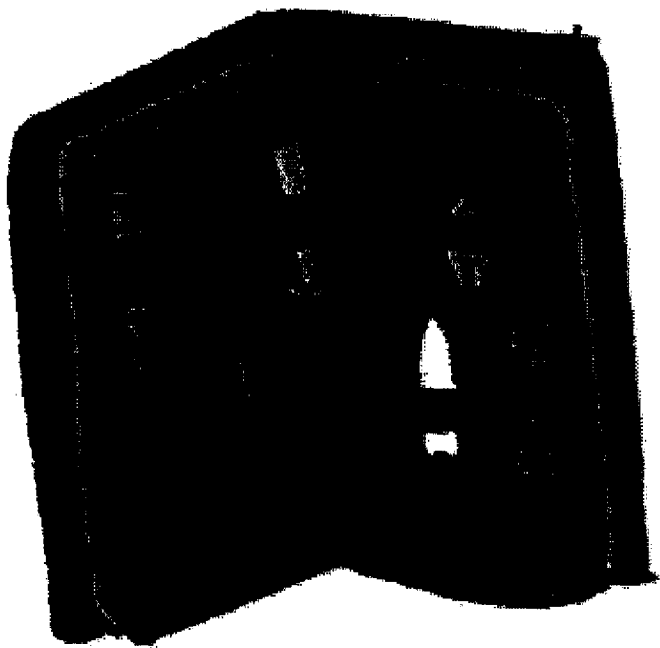


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