

08-14-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

101810066

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

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

1. Name of conveying party(ies):
The National Education Association of the United States
1201 16th Street, N.W.
Washington D.C. 20036
7-31-01
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Non-profit corporation organized by
Act of Congress
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: NEA's Member Benefits Corporation
Internal Address: _____
Street Address: 900 Clopper Road, Suite 300
City: Gaithersburg State: MD Zip: 20878-1356
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 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 _____
Execution Date: January 16, 2001

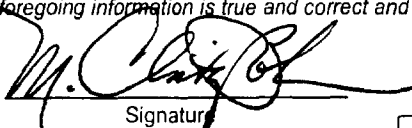
4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
see attached
B. Trademark Registration No.(s)
see attached
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 26

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: M. Christopher Bolen, Esq.
Womble Carlyle Sandridge & Rice, PLLC
Internal Address: _____
Street Address: 2530 Meridian Parkway, Suite 400
City: Durham State: NC Zip: 27713

7. Total fee (37 CFR 3.41).....\$ 665.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
500517
(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.
M. Christopher Bolen, Esq.  July 30, 2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document. 5

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

08/13/2001 DBYRME 0000092 76012607

01 FC:481 40.00 OP
02 FC:482 625.00 OP

TRADEMARK
REEL: 002347 FRAME: 0105

ATTACHMENT TO RECORDATION FORM COVER SHEET

Continuation of Item 4, Recordation Form Cover Sheet for The National Education Association of the United States, dated July 30, 2001

List of Service Marks

A. Trademark Application No(s):

<u>Mark</u>	<u>Ser. No.</u>	<u>Date of Filing</u>	<u>Register</u>
NEA MEMBERS PAYROLL PLUS	76/012607	3/29/00	Principal
NEA NATIONAL BOARD CERTIFICATION LOAN	75/938787	3/7/00	Principal

B. Trademark Registration No(s):

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>	<u>Register</u>
NEA MEMBER BENEFITS SMART LIVING	2,316,357	2/8/00	Principal
NEA MB SMART LIVING	2,343,039	4/18/00	Principal
NEA ADVANTAGED BUYING SERVICE	2,216,531	1/5/99	Principal
NEA VALUEBUILDER	2,334,329	3/28/00	Principal
NEA HOMEOWNERS	2,113,649	11/18/97	Principal
NEA INCOME PROTECTION	2,063,320	5/20/97	Principal
NEA MEMBERCARE	2,061,580	5/13/97	Principal
NEA MEMBERCARE (and Design)	2,117,546	12/2/97	Principal
NEA MORTGAGE QUICKLINE	2,063,321	5/20/97	Principal
NEA HELP	2,137,881	2/17/98	Principal
NEA HOME FINANCING PROGRAM	2,063,236	5/20/97	Principal
NEA HIGHER EDUCATION LOAN PROGRAM	2,137,880	2/17/98	Principal
NEA VALUEBUILDER	2,378,319	8/22/00	Principal
NEA VALUEBUILDER (and Design)	2,378,318	8/22/00	Principal
NEA CREDIT CARD PROGRAM	1,840,881	6/21/94	Principal
NEA PREMIER GOLD	1,867,186	12/13/94	Principal
NEA MEMBER BENEFITS	1,844,727	7/12/94	Principal
NEA LINE OF CREDIT	1,840,879	6/21/94	Principal
NEA FDIC-INSURED MONEY MARKET ACCOUNT	1,838,840	6/7/94	Principal
NEA CREDIT PLAN	1,840,878	6/21/94	Principal
NEA SCHOOL DAYS	1,838,839	6/7/94	Principal
NEA FINANCIAL SERVICES	1,813,194	12/21/93	Principal
NEA VALUEBUILDER TDA	1,555,056	9/5/89	Principal
NEA EDNET	1,424,329	1/6/87	Principal

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") made as of January 16, 2001 (the "Effective Date"), is from THE NATIONAL EDUCATION ASSOCIATION OF THE UNITED STATES, a nonprofit corporation organized by Act of Congress ("NEA" or the "Assignor") to NEA'S MEMBER BENEFITS CORPORATION, a for-profit corporation organized under the laws of the State of Delaware and which is a wholly-owned subsidiary of the NEA (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the record owner of the trademarks, service marks and registrations listed in Exhibit A (the "Marks"); and

WHEREAS, Assignor, to facilitate management and control of the Marks, has agreed to assign, transfer and convey to Assignee all worldwide right, title and interest in and to the Marks, together with all the goodwill of the business, and all common law rights, associated with the Marks; and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in and to the Marks, together with (i) the goodwill of the business symbolized by the Marks, (ii) any and all common law rights, title and interest associated with the Marks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.
2. Assignor represents and warrants to Assignee that: (i) the Marks and use thereof do not and will not violate any trademark or other intellectual property rights of any third party; (ii) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Marks; and (iii) Assignor will not take any action to interfere with Assignee's worldwide right, title and interest in and to the Marks, the goodwill of the business associated therewith, and the common law rights therein and thereto.
3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with all worldwide right, title and interest in and to the Marks, free and clear of all liens, claims, licenses or other encumbrances.

4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

THE NATIONAL EDUCATION
ASSOCIATION OF THE UNITED STATES

By: Dennis Van Roekel

Printed Name: Dennis Van Roekel

Title: Secretary-Treasurer

STATE OF State: Maryland)
COUNTY OF County: Montgomery)

I, CLINSO COPELAND JR, a Notary Public of Montgomery County, of the State of MARYLAND, do hereby certify that DENNIS VAN ROEKEL personally appeared before me this day and, being by me first duly sworn, stated that he is duly authorized by The National Education Association of the United States to execute this document as a duly authorized act of such company.

WITNESS my hand and notarial seal, this 16 of JANUARY, 2001.

[NOTARY SEAL]

[Signature]
Signature of Notary Public

My Commission Expires: My Commission Expires July 1, 2002

EXHIBIT A

List of Service Marks

A. Registered Marks.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>	<u>Register</u>
NEA MEMBER BENEFITS SMART LIVING	2,316,357	2/8/00	Principal
NEA MB SMART LIVING	2,343,039	4/18/00	Principal
NEA ADVANTAGED BUYING SERVICE	2,216,531	1/5/99	Principal
NEA VALUEBUILDER	2,334,329	3/28/00	Principal
NEA HOMEOWNERS	2,113,649	11/18/97	Principal
NEA INCOME PROTECTION	2,063,320	5/20/97	Principal
NEA MEMBERCARE	2,061,580	5/13/97	Principal
NEA MEMBERCARE (and Design)	2,117,546	12/2/97	Principal
NEA MORTGAGE QUICKLINE	2,063,321	5/20/97	Principal
NEA HELP	2,137,881	2/17/98	Principal
NEA HOME FINANCING PROGRAM	2,063,236	5/20/97	Principal
NEA HIGHER EDUCATION LOAN PROGRAM	2,137,880	2/17/98	Principal
NEA VALUEBUILDER	2,378,319	8/22/00	Principal
NEA VALUEBUILDER (and Design)	2,378,318	8/22/00	Principal
NEA CREDIT CARD PROGRAM	1,840,881	6/21/94	Principal
NEA PREMIER GOLD	1,867,186	12/13/94	Principal
NEA MEMBER BENEFITS	1,844,727	7/12/94	Principal
NEA LINE OF CREDIT	1,840,879	6/21/94	Principal
NEA FDIC-INSURED MONEY MARKET ACCOUNT	1,838,840	6/7/94	Principal
NEA CREDIT PLAN	1,840,878	6/21/94	Principal
NEA SCHOOL DAYS	1,838,839	6/7/94	Principal
NEA FINANCIAL SERVICES	1,813,194	12/21/93	Principal
NEA VALUEBUILDER TDA	1,555,056	9/5/89	Principal
NEA EDNET	1,424,329	1/6/87	Principal

B. Pending Marks (Applications Filed).

<u>Mark</u>	<u>Ser. No.</u>	<u>Date of Filing</u>	<u>Register</u>
NEA MEMBERS PAYROLL PLUS	76/012607	3/29/00	Principal
NEA NATIONAL BOARD CERTIFICATION LOAN	75/938787	3/7/00	Principal