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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

EDTOPIA.COM CORPORATION

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

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

3. Nature of conveyance:

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

Execution Date: MARCH 01, 2001

2. Name and address of receiving party(ies)

Name: CLASSWELL LEARNING GROUP INC

Internal Address:

Street Address: 31 ST JAMES AVE #350

City: BOSTON State: MA Zip: 02116

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1959913

Additional number(s) attached Yes No

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

Name: AVI M LEV, ESQ

Internal Address:

CLASSWELL LEARNING GROUP INC

Street Address: 31 ST JAMES AVE #350

City: BOSTON State: MA Zip: 02116

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

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.

AVI M LEV, ESQ Name of Person Signing

Signature

10 Aug 2001 Date

Total number of pages including cover sheet, attachments, and document: 4

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

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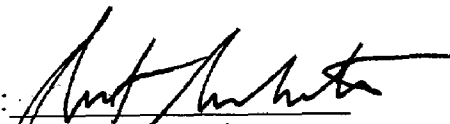
## ASSIGNMENT OF IP RIGHTS

WHEREAS, under the terms of an Agreement for Purchase and Sale of Assets dated February 2, 2001, Classwell Learning Group, Inc. ("Assignee") has acquired the entire and exclusive right, title and interest in and to the Intellectual Property listed in Schedule A attached hereto;

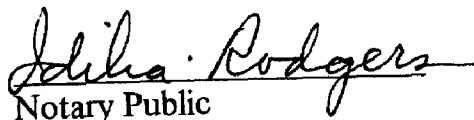
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns, or other legal representatives, the entire and exclusive right, title and interest in and to said Intellectual Property, and agrees that Assignee shall have all rights in said Intellectual Property throughout the world in perpetuity. Assignor covenants that no assignment, sale, agreement, transfer or encumbrance has been or will be made or entered into which will conflict with this assignment and transfer.

IN WITNESS WHEREOF, Assignor has executed this instrument this 1st day of March, 2001 as an instrument under seal.

EDTOPIA.COM CORPORATION

By:   
Name: Murat Armbruster  
Title: CEO

On the 1st day of March, 2001, before me personally came Murat Armbruster, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me did depose and say that he is the CEO of Edtopia.com Corporation, and that he executed the foregoing instrument and that he had the authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said company for the uses and purposes therein mentioned

  
Notary Public  
IDILIA RODGERS  
Notary Public, State of New York  
No. 03-4678481  
Qualified in Queens County  
Commission Expires January 31, 20 03

SCHEDULE A  
INCLUDED ASSETS

Assets to be transferred under this agreement include the following:

A. Intellectual Property

All of the Intellectual Property of the Company, including without limitation:

(i) the name "GloLearn," and all other registered and unregistered trademarks, service marks, trade names and slogans;

(ii) the icons and graphics employed by the Company including without limitation the expedition logos for the eight (8) expeditions below, the corporate logo, and letterhead;

(iii) the following Internet domain names, their associated web sites, and all rights therein:

globalearn.com

globalearn.org

globallearn.org

globalearn.net

globallearn.net

(iv) all rights in and to the "Expeditions" created or owned by the Company and all literary, artistic and photographic material associated therewith, including without limitation:

Trans Asia Expedition

Black Sea Nations Expedition

South America Expedition

Brazil Expedition

US Expedition

Eastern Mediterranean Expedition

South Africa Expedition

East Africa Expedition

(v) any and all registered or unregistered copyrights, trademarks, trade names, trade dress, service marks, logos, and trade secrets, with respect to any of the foregoing Intellectual Property.

(vi) all statutory, common law, registered and unregistered copyrights;

(vii) all patents and patent applications, all associated technical information, shop rights, know-how, trade secrets, processes, operating, maintenance and other manuals, drawings and specifications, process flow diagrams and related data;

(viii) all software and documentation thereof, (including all electronic data processing systems and program specifications, source codes, input data and report layouts and format, record file layouts, diagrams, functional specifications and narrative descriptions, flow charts);

(ix) all other inventions, discoveries, improvements, processes, formulae (secret or otherwise), data, drawings, specifications, trade secrets, confidential information know-how and ideas (including those in the possession of third parties, but which are the property of the Company), and all drawings, records, books or other tangible media embodying the foregoing;

(x) Company's customer list for its website subscription customers, and all associated user lists; and

(xi) all goodwill associated with any and all of the foregoing.

**B. Associated Personal Property.**

The Assets also shall include the following personal property associated with the Intellectual Property:

(i) All archive material, and tangible manifestations of the Intellectual Property, including without limitation photographs, manuscripts, videotapes, CD-Roms, and programs in whatever form or media they may exist as of the Closing date;

(ii) All databases for or relating to Users or customer lists; and

(iii) Any royalties or license fees receivable in respect of the intellectual property named in section.

**C. Computer Equipment**

The Assets include the following Computer Equipment:

(i) computer hardware including the following:

Server: Dell PowerEdge 2450

Dell Dimension 4100

Dell Dimension L667r

Cisco Router 2500

(ii) all computer software, databases, and other information currently loaded on those machines.