

Resub

10-01-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

FORM PTO-1612  
Expires 06/30/99  
OMB 0651-0027



101862425

5-17-01

### 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
- 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  Change of Name
  - Other  Purchase Agreement
- Effective Date  
Month Day Year  
05/15/2001

#### Conveying Party

Mark if additional names of conveying parties attached

Name USA Servicing Corporation Execution Date 04/17/2001  
Month Day Year

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name Sallie Mae Servicing L.P.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 11600 Sallie Mae Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Reston Virginia 20193  
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 Delaware

05/23/2001 JJALLAH2 00000008 2025512

01 FC:481 40.00 00

02 FC:482 325.00 00

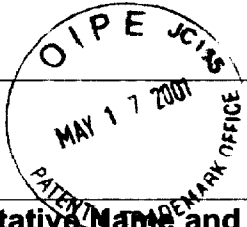
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 05/23/2001  
 CHECK Refund total: \$45.00



**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"/>	<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" value="2025512"/>	<input type="text" value="1886709"/>	<input type="text" value="1956849"/>
<input type="text" value="2033703"/>	<input type="text" value="2033704"/>	<input type="text" value="2017898"/>
<input type="text" value="2125400"/>	<input type="text" value="2026992"/>	<input type="text" value="2020964"/>

**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.

*Eric D. Reicin*

Signature

Date Signed



Additional Numbers (Registration) Attached

2023880  
2393316  
2017876  
2020958  
1422583



EXECUTION COPY

**PURCHASE AGREEMENT**

**By and Among**

**SLM HOLDING CORPORATION,  
HIJ CORPORATION,  
USA GROUP, INC.,  
USA GROUP LOAN SERVICES, INC.,**

**and**

**USA GROUP GUARANTEE SERVICES, INC.**

**Dated as of June 14, 2000**



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## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (the "Agreement") is made and entered into this 14th day of June, 2000, by and among SLM Holding Corporation, a Delaware corporation ("SLM"), HIJ Corporation, a Delaware corporation ("Acquisition Corp." and together with SLM, the "Buyers"), USA Group, Inc., a Delaware non-stock corporation ("Group"), USA Group Loan Services, Inc., a Delaware non-stock non-profit corporation of which Group is the sole member ("Loan Services"), and USA Group Guarantee Services, Inc., a Delaware non-stock non-profit corporation of which Group is the sole member ("Guarantee Services" and, together with Group and Loan Services, the "Sellers").

### RECITALS

**WHEREAS**, Sellers are engaged in purchasing, holding and servicing educational loans, providing administrative and support services to student loan guarantee agencies, lenders and educational institutions and providing other education related services (other than Group Work, the Guarantee Business and services and activities performed by SMS Hawaii, the "Business");

**WHEREAS**, Group is a nonprofit corporation, the charitable mission of which is to foster education and encourage the continuation of studies at universities, colleges and schools (the "Group Work"); Group's Affiliate, United Student Aid Funds, Inc., a Delaware non-stock non-profit corporation ("Funds"), is engaged in acting as a guarantor of student loans pursuant to the Higher Education Act of 1965, as amended (the "Guarantee Business"), and Guarantee Services is the sole member of Secondary Market Services Corp.-Hawaii, a Hawaiian non-stock non-profit corporation ("SMS Hawaii");

**WHEREAS**, Group is the sole member of Loan Services and Guarantee Services and owns one hundred percent (100%) of the issued and outstanding shares of the capital stock of USA Group Enterprises, Inc., a wholly-owned subsidiary of Group and an Indiana corporation, ("Enterprises") and other assets used to conduct the Business;

**WHEREAS**, Enterprises owns one hundred percent (100%) of the issued and outstanding shares of capital stock of Education One Group, Inc., an Indiana corporation, Education Debt Services, Inc., an Indiana corporation, USA Group Noel-Levitz, Inc., an Indiana corporation, Downtown Services, Inc., an Indiana corporation, USA Group Secondary Market Services, Inc., a Delaware corporation ("USA Group SMS"), and Secondary Market Company, Inc., a wholly-owned subsidiary of USA Group SMS and a Delaware corporation ("Secondary Market", and together with Enterprises and the foregoing subsidiaries, the "Transferred Subsidiaries"); and

**WHEREAS**, Sellers desire to sell to Buyers, and Buyers desire to purchase from Sellers, all of the properties and assets of Sellers other than the Retained Assets (as defined herein), used in connection with the Business upon and subject to the terms, covenants, conditions, warranties and representations set forth in this Agreement.

**WHEREAS**, Sellers have determined that their participation in the transactions described herein will further their charitable purposes by enhancing the resources that will be available to them for the purpose of fostering education and access to education.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

## **SECTION 1** **TRANSACTION TERMS**

**1.1 Transfer of Assets and Assumption of Liabilities.** Upon and subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 2.1, Sellers shall convey, sell, assign, transfer and deliver to Buyers, and Buyers shall purchase and acquire from Sellers all of the assets, properties, rights, privileges, claims, contracts and interests of every kind and description, real or personal, tangible or intangible, absolute or contingent, wherever situated, whether or not carried or reflected on the books and records of Sellers, which are owned by or used or held for use by Sellers in the conduct of the Business, free and clear of any and all Liens other than Permitted Liens, except for the Retained Assets (as defined in Section 1.2) (such assets, properties, rights, privileges, claims, contracts and interests being hereinafter collectively called the "Acquired Assets"). "Lien" means any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemptive, conversion, put, call or other claim or right, restriction on transfer, or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets, any conditional sale or other title retention agreement, any financing lease involving substantially the same economic effect as any of the foregoing and the filing of any financing statement under any applicable Law (as defined in Section 3.1)). Without limiting the generality of the foregoing, the Acquired Assets shall include the following:

(a) Tangible Personal Property. All of the equipment, office furniture, furnishings, office equipment, computer hardware and software, leasehold and other improvements and all other tangible personal property owned by or used or held for use by Sellers in connection with the Business;

(b) Account Balances. Except to the extent set forth in Section 1.2(a), all balances in all banking or investment accounts as of the Closing Date;

(c) Books, Records and Written Materials. All of the business records of the Sellers used in connection with the Business, including all financial books and records, studies, analyses, strategies, plans, forms, specifications, technical data, and any similar information which has been reduced to writing;

(d) Catalogs and Advertising Materials. All of the promotional and advertising materials, including all catalogs, brochures, videos, plans, manuals, handbooks, and equipment owned by or used or held for use by Sellers in connection with the Business;

(e) Intellectual Property. Any and all intellectual property owned by Sellers, together with all claims for damages against Persons by reason of past infringement and the right to sue for and collect such damages, confidential or proprietary business information and trade secrets and all other intellectual and intangible property rights owned by Sellers or to, or in, which Sellers have any right or interest whatsoever, and which are used or held for use by Sellers in connection with the Business (where there are multiple copies of such material in possession or control of Sellers, all copies of such material) (as used herein, "Person" means a corporation (either stock or non-stock, for or non-profit), limited liability company, association, partnership, organization, trust, joint venture or other legal entity, any individual, group of individuals or a United States, state, local or other governmental entity or municipality or subdivision thereof or any authority, department, commission, board, bureau, agency, court or instrumentality ("Governmental Authority"));

(f) Contracts. All rights and benefits of Sellers in, to and under the contracts, leases, instruments, agreements and loans, written or oral (collectively, the "Contracts") to which Sellers are a party and which relate to the Business or by which the Business is conducted or by which any of the Acquired Assets are bound (collectively, the "Assumed Contracts").

(g) Licenses. Any license, franchise, concession, certificate, or registration from or with a Governmental Authority, and held by or used or held for use in connection with the Business (collectively, the "Licenses");

(h) Permits. Any permit, consent, authorization or approval from or with a Governmental Authority, and held by or used or held for use in connection with the Business (collectively, "Permits");

(i) Enterprises Shares. Good, valid and record title to, and beneficial ownership of, all of the shares of capital stock of Enterprises (the "Enterprises Shares") free and clear of all Liens other than Permitted Liens;

(j) Name. The names set forth in Schedule 1.1(j); and

(k) Other Assets. All of the other assets, properties, rights, privileges, claims, contracts and interests of every kind and description of Sellers used or held for use in connection with the Business, whether, real or personal, tangible or intangible, absolute or contingent, wherever situated, and whether or not carried or reflected on the books and records of Sellers.

1.2 Retained Assets. Notwithstanding any other provision of this Agreement, Sellers shall retain, and the Acquired Assets shall not include, the following (collectively, the "Retained Assets"):

(a) cash (or other assets in a form agreed to by the parties) in an amount (subject to adjustment as set forth in Section 1.5), equal to the Net Asset Value (as defined below) minus \$320 million (the "Retained Cash");



IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year first above written.

**SLM HOLDING CORPORATION**

By: Albert L. Lord  
Name: Albert L. Lord  
Title: Chief Executive Officer

**HIJ CORPORATION**

By: Albert L. Lord  
Name: Albert L. Lord  
Title: President

**USA GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**USA GROUP LOAN SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**USA GROUP GUARANTEE SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year first above written.

**SLM HOLDING CORPORATION**

By: \_\_\_\_\_  
Name: Albert L. Lord  
Title: Chief Executive Officer

**HIJ CORPORATION**

By: \_\_\_\_\_  
Name: Albert L. Lord  
Title: President

**USA GROUP, INC.**

By: Jeffrey E. Good  
Name: Jeffrey E. Good  
Title: Executive Vice President

By: Edward R. Schmidt  
Name: Edward R. Schmidt  
Title: Executive Vice President

**USA GROUP LOAN SERVICES, INC.**

By: Edward R. Schmidt  
Name: Edward R. Schmidt  
Title: Executive Vice President

**USA GROUP GUARANTEE SERVICES, INC.**

By: Jeffrey E. Good  
Name: Jeffrey E. Good  
Title: Executive Vice President

**Schedule 3.17**  
**Intellectual Property**

**TRADEMARKS****USA Group, Inc.**

<u>Mark</u>	<u>Status</u>	<u>Action</u>
College Advantage	Common Law Trademark	Transfer to King
College Reliance	Common Law Trademark	Transfer to King
Full Circuit	Registered	Transfer to King
Net Wizard	Registration Pending	Transfer to King
New Agenda Series	Common Law Trademark	Retained Asset
Office Wizard	Intent-to-Use Registration Pending	Transfer to King
Online Loan Connection	Common Law Trademark	Transfer to King
SMS Hawaii (and Design)	Registered	Retained Asset
Strategic Solutions for Education	Registered	Transfer to King
StudentLoansNet.com	Common Law Trademark	Transfer to King
Supporting Access to Education	Registration Pending	Retained Asset
There For You	Registration Pending Intent-to-Use (Class 36) Registration Pending	Transfer to King Transfer to King
USA Group (Design)	Registered	Transfer to King
USA Group (Words)	Registered Intent-to-Use (Class 36) Registration Pending	Transfer to King Transfer to King
USA Group Capital Financing	Registered	Transfer to King
USA Group Cool School	Common Law Trademark	Transfer to King
USA Group Enterprises	Registered	Transfer to King
USA Group Features and Trends	Common Law Trademark	Transfer to King
USA Group Foundation	Common Law Trademark	Retained Asset
USA Group Guarantee Services	Registered	Transfer to King
USA Group Loan Services	Registered	Transfer to King
USA Group Noel-Levitz	Registered	Transfer to King
USA Group Research Institute	Common Law Trademark	Retained Asset
USA Group Secondary Market Services	Registered	Transfer to King
USA Group Secondary Market Services - Hawaii	Registered	Retained Asset
USA Group/There For You (Box Design)	Registration Pending	Transfer to King
USA Group Tuition Payment Plans	Registered	Transfer to King
Where's My Money?	Common Law Trademark	Transfer to King
What's Up With My Loan?	Common Law Trademark	Transfer to King
Your Informed Source	Common Law Trademark	Transfer to King

**USA Group Guarantee Services, Inc.**

<u>Mark</u>	<u>Status</u>	<u>Action</u>
Affinity Loan Programs	Common Law Trademark	Transfer to King
APP Sacks	Common Law Trademark	Transfer to King

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AppTrak	Common Law Trademark	Transfer to King
Circuit	Common Law Trademark	Transfer to King
CIREBITS	Common Law Trademark	Transfer to King
Connect USA	Common Law Trademark	Transfer to King
Due Diligence & Cure Procedures	Common Law Trademark	Transfer to King
EAGLE	Common Law Trademark	Transfer to King
EAGLE II	Common Law Trademark	Transfer to King
Education Resource Center	Common Law Trademark	Transfer to King
Education Lending Training Conference	Common Law Trademark	Transfer to King
ExpressLoan	Common Law Trademark	Transfer to King
FLAGS	Common Law Trademark	Transfer to King
Help America Learn	Common Law Trademark	Transfer to King
Lender Funds Management	Common Law Trademark	Transfer to King
Loan Survivor	Common Law Trademark	Transfer to King
Private Line	Common Law Trademark	Transfer to King
SnapApp	Common Law Trademark	Transfer to King
Student Loan Workshop	Common Law Trademark	Transfer to King
Student Loan Boot Camp	Common Law Trademark	Transfer to King
Student Loan Counseling Software	Common Law Trademark	Transfer to King
Teamworks	Common Law Trademark	Transfer to King
WhizFund	Common Law Trademark	Transfer to King

## USA Group Loan Services, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
Alliance	Common Law Trademark	Transfer to King
AutoChek	Common Law Trademark	Transfer to King
Unity USA	Registered	Transfer to King
Service Excellence Program	Common Law Trademark	Transfer to King
SEP	Common Law Trademark	Transfer to King

## United Student Aid Funds, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
United Student Aid Funds, Inc.	Registered	Retained Asset
Arizona Education Loan Program	Common Law Trademark	Retained Asset
Hawaii Education Loan Program	Common Law Trademark	Retained Asset
USA Funds	Registered	Retained Asset
USA Funds (and Design)	Registered	Retained Asset
WhizKid (and Design)	Registered	USA Funds will transfer to King pursuant to a letter agreement upon Closing.

**USA Group Enterprises, Inc.**

<u>Mark</u>	<u>Status</u>	<u>Action</u>
America's Tuition Plan	Registered	To be acquired by King via change of control
ATP	Registered	To be acquired by King via change of control
BOSS	Common Law Trademark	To be acquired by King via change of control

**USA Group Secondary Market Services, Inc.**

<u>Mark</u>	<u>Status</u>	<u>Action</u>
CAP	Common Law Trademark	To be acquired by King via change of control of Enterprises
Choices	Common Law Trademark	To be acquired by King via change of control of Enterprises
Choice Rates	Registered	To be acquired by King via change of control of Enterprises
Choice Rebates	Registered	To be acquired by King via change of control of Enterprises
Choice Repay	Registered	To be acquired by King via change of control of Enterprises
College Access Plan	Common Law Trademark	To be acquired by King via change of control of Enterprises
College Reserve <sup>1</sup>	Common Law Trademark	To be acquired by King via change of control of Enterprises
USA Group Supplemental Loan	Common Law Trademark	To be acquired by King via change of control of Enterprises

<sup>1</sup>May only use with respect to private loan programs designed for Butler University pursuant to Sallie Mae/SMS Settlement Agreement effective September 1, 1998.

**USA Group Noel-Levitz, Inc.**

<u>Mark</u>	<u>Status</u>	<u>Action</u>
Academic Advising for Student Success and Retention	Common Law Trademark	To be acquired by King via change of control of Enterprises
ActionTrack	Common Law Trademark	To be acquired by King via change of control of Enterprises
Advanced Connections	Common Law Trademark	To be acquired by King via change of control of Enterprises
Campus Effectiveness Series	Common Law Trademark	To be acquired by King via change of control of Enterprises
Campus Quality Survey	Common Law Trademark	To be acquired by King via change of control of Enterprises
College Student Inventory	Common Law Trademark	To be acquired by King via change of control of Enterprises
Connections	Common Law Trademark	To be acquired by King via change of control of Enterprises
Conexiones	Common Law Trademark	To be acquired by King via change of control of Enterprises

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		of control of Enterprises
Continuous Improvement Strategies in Education	Common Law Trademark	To be acquired by King via change of control of Enterprises
Effective Communication Strategies Program	Common Law Trademark	To be acquired by King via change of control of Enterprises
Enrollment and Revenue Management System	Common Law Trademark	To be acquired by King via change of control of Enterprises
Enrollment and Net Revenue Tracking System	Common Law Trademark	To be acquired by King via change of control of Enterprises
Enrollment Management Action System	Common Law Trademark	To be acquired by King via change of control of Enterprises
Enrollment Management Matrix	Common Law Trademark	To be acquired by King via change of control of Enterprises
Enrollment Management Consulting	Common Law Trademark	To be acquired by King via change of control of Enterprises
Enrollment Potential Analysis	Common Law Trademark	To be acquired by King via change of control of Enterprises
Financial Aid Effectiveness Analysis	Common Law Trademark	To be acquired by King via change of control of Enterprises
ForecastPlus	Common Law Trademark	To be acquired by King via change of control of Enterprises
ForecastPlus for Recruitment	Common Law Trademark	To be acquired by King via change of control of Enterprises
ForecastPlus for Retention	Common Law Trademark	To be acquired by King via change of control of Enterprises
ForecastPlus for Fund Raising	Common Law Trademark	To be acquired by King via change of control of Enterprises
Institutional Image and Competitive Positioning Analysis	Common Law Trademark	To be acquired by King via change of control of Enterprises
Institutional Priorities Survey	Common Law Trademark	To be acquired by King via change of control of Enterprises
Managing Customer Service Course	Common Law Trademark	To be acquired by King via change of control of Enterprises
Marketing Communications Analysis	Common Law Trademark	To be acquired by King via change of control of Enterprises
Mastering Performance Reviews	Common Law Trademark	To be acquired by King via change of control of Enterprises
Mini-Financial Aid Workshop	Common Law Trademark	To be acquired by King via change of control of Enterprises
National Conference on Student Retention	Common Law Trademark	To be acquired by King via change of control of Enterprises
National Enrollment Management Institute	Common Law Trademark	To be acquired by King via change of control of Enterprises
National Enrollment Management Survey	Common Law Trademark	To be acquired by King via change of control of Enterprises
Noel-Levitz	U.S. Registration Pending Canada Registration Pending	To be acquired by King via change of control of Enterprises
On-Site Quality Audit	Common Law Trademark	To be acquired by King via change

		of control of Enterprises
Partners	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Power Strategies for Recruitment and Retention Workshop	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Pricing and Net Revenue Analysis and Workshop	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Quality Improvement Process Specialist Degree Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Quality Process Training for Service and Support Personnel	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Quality Training for Instructors	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Excellence Awards Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Consultations	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Management System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention TRAX	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Opportunities Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Regional Quality Academies	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Opportunities Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
RMS	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
SARP	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Strategic Planning Consultation	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student Aid Estimator System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student-Athlete Retention Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student Satisfaction Inventory	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student Satisfaction Report	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
SSI	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Team Building and Development	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Team Facilitator Training	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises

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*[Handwritten signature]*

**COPYRIGHTS**

- All components (other than third-party software) of the origination/disbursement/guarantee/default prevention computer system commonly referred to as EAGLE and/or EAGLE II.
- All components (other than third-party software) of the loan servicing computer system commonly referred to as UNITY USA.
- Content of marketing materials developed by USA Group.
- Content and software (other than third-party software) that is contained in or a component of the www.usagroup.com web site (including all components of the NetWizard functionality), the www.noellewitz.com web sites, the www.collegeinfosource.com web site, and the www.studentloansnet.com web site.
- USA Group has received an e-mail from the owner of the www.finaid.org web site ("FinAid") alleging that certain textual contents of the www.collegeinfosource.com web site infringe certain intellectual property rights owned by FinAid. USA Group is in the process of attempting to identify in greater detail, and researching the basis of, FinAid's allegations.
- Marketing and research materials developed and used in connection with the business of USA Group Foundation, United Student Aid Funds, Inc. and Secondary Market Services Corp.—Hawaii, all of which shall be included in the definition of "Retained Assets."

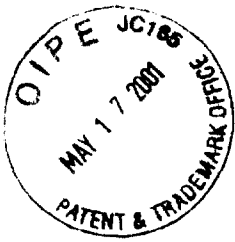
**URL's**

- www.usagroup.com
- www.collegeinfosource.com
- www.noellewitz.com
- www.studentloansnet.com

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State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HIJ CORPORATION", CHANGING ITS NAME FROM "HIJ CORPORATION" TO "USA SERVICING CORPORATION", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JULY, A.D. 2000, AT 2:05 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Edward J. Freel*

Edward J. Freel, Secretary of State

3242763 8100

001385515

0591554

AUTHENTICATION:

DATE: 07-31-00

TRADEMARK  
REEL: 002376 FRAME: 0174

**CERTIFICATE OF INCORPORATION  
OF  
HIJ CORPORATION**

**FIRST:** The name of the Corporation is HIJ Corporation (hereinafter the "Corporation").

**SECOND:** The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (the "DGCL").

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value one cent (\$.01) per share.

**FIFTH:** The name and mailing address of the incorporator is Mary K. Stewart, 11600 Sallie Mae Drive, Reston, VA 20193.

**SIXTH:** The following provisions are inserted for the management of the business and conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the Bylaws of the Corporation.

(3) The number of directors of the Corporation shall initially be one, and thereafter shall be such number as from time to time is fixed by resolution of the Board of Directors in accordance with the Bylaws. Election of directors need not be by written ballot unless the Bylaws so provide.

(4) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the

time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(5) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation, and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

**SEVENTH:** Meeting of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**EIGHTH:** The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein granted subject to this reservation.

**NINTH:** The powers of the Incorporator shall terminate upon the filing of this Certificate of Incorporation, and the following persons, having the indicated mailing addresses, shall each serve as the initial directors of the Corporation until the first annual meeting of the stockholders of the Corporation and their respective successor or successors are elected and qualify or until earlier resignation, removal or death:

Marianne M. Keler

11600 Sallie Mae Drive  
Reston, VA 20193

I, THE UNDERSIGNED, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 12<sup>th</sup> day of June, 2000.

*Mary K. Stewart*  
\_\_\_\_\_  
Mary K. Stewart, Paralegal  
Sole Incorporator

**FIRST AMENDMENT TO  
CERTIFICATE OF INCORPORATION  
OF  
HIJ CORPORATION**

HIJ Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Sole Director of said corporation, by written consent, adopted the following resolution as of July 31, 2000.

RESOLVED, that the Sole Director deems it advisable to amend the Corporation's Certificate of Incorporation to delete Article FIRST in its entirety and to replace it with the following:

FIRST: The name of the Corporation shall be USA Servicing Corporation (hereinafter, the "Corporation").

SECOND: That in lieu of a meeting and vote of the Sole Stockholder, the Sole Stockholder has given written consent, as of July 31, 2000, to said amendment in accordance with the provisions of Section 228 of the Delaware General Corporation Law.

THIRD: That the aforesaid amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said Corporation has caused this Certificate of Amendment to be executed by the undersigned individual as of this 31<sup>st</sup> day of July, 2000.

HIJ CORPORATION

By: Carol R. Rakatansky  
Name: Carol R. Rakatansky  
Title: Assistant Secretary



State of Delaware  
Office of the Secretary of State

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PAGE 1

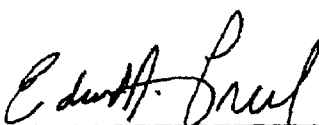
I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"USA SERVICING CORPORATION", A DELAWARE CORPORATION,  
WITH AND INTO "SALLIE MAE SERVICING CORPORATION" UNDER THE NAME OF "SALLIE MAE SERVICING CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 2000, AT 11:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2000.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
\_\_\_\_\_  
Edward J. Freel, Secretary of State

2370645 8100M

001648365

AUTHENTICATION: 0881100

DATE: 12-27-00

TRADEMARK  
REEL: 002376 FRAME: 0178

CERTIFICATE OF MERGER  
OF  
USA SERVICING CORPORATION  
WITH AND INTO  
SALLIE MAE SERVICING CORPORATION  
(Under Section 251 of the General  
Corporation Law of the State of Delaware)

Sallie Mae Servicing Corporation, a Delaware corporation, hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations is as follows:

- (a) USA Servicing Corporation, a Delaware corporation ("USA");
- (b) Sallie Mae Servicing Corporation, a Delaware corporation ("Sallie Mae Servicing").

2. The Agreement and Plan of Merger (the "Agreement and Plan of Merger"), dated as of December 22, 2000, between Sallie Mae Servicing and USA has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 and by the written consent of their sole stockholders in accordance with Section 228 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation is Sallie Mae Servicing Corporation (the "Surviving Corporation").

4. The Certificate of Incorporation of Sallie Mae Servicing as in effect immediately prior to the merger shall be the Certificate of Incorporation of the Surviving Corporation

5. The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 11600 Sallie Mae Drive, Reston, Virginia 20193.

6. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

7. The merger of USA with and into Sallie Mae Servicing shall be effective on December 31, 2000 at 11:59 p.m., eastern time.

IN WITNESS WHEREOF, Sallie Mae Servicing has caused this certificate to be signed as of the 22nd day of December, 2000.

SALLIE MAE SERVICING CORPORATION

By: Carol Rakatansky  
Name: **Carol Rakatansky**  
Office: **Assistant Secretary**

AGREEMENT AND PLAN  
OF MERGER OF  
USA SERVICING CORPORATION  
WITH AND INTO  
SALLIE MAE SERVICING CORPORATION

WITNESSETH:

WHEREAS, Sallie Mae Servicing Corporation ("Sallie Mae") is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, USA Servicing Corporation ("USA") is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the Board of Directors of each of Sallie Mae and USA deems it desirable, upon the terms and subject to the conditions herein stated, that USA be merged with and into Sallie Mae, and that Sallie Mae be the surviving corporation (the "Merger").

NOW, THEREFORE, it is agreed as follows:

Section 1

Conversion of Stock

1.1 At the Effective Time (as hereinafter defined), USA shall be merged with and into Sallie Mae, with Sallie Mae as the sole surviving corporation (the "Surviving Corporation").

1.2 At the Effective Time:

(a) Each then-outstanding share of capital stock of Sallie Mae shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as one share of capital stock of the Surviving Corporation.



(b) Each then-outstanding share of capital stock of USA shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and no consideration shall be issued in respect thereof.

## Section 2

### Effective Time

2.1 If this Agreement and Plan of Merger is duly adopted by the Board of Directors and stockholders of each of Sallie Mae and USA and is not terminated in accordance with Section 5 hereof, a certificate of merger reflecting this Agreement and Plan of Merger shall be filed with the Secretary of State of the State of Delaware.

2.2 The Merger shall become effective (the "Effective Time") on December 31, 2000 at 11:59 p.m. eastern time.

## Section 3

### Certificate of Incorporation and By-Laws

3.1 At the Effective Time, the Certificate of Incorporation of Sallie Mae, as amended through the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until further amended as provided by law.

3.2 At the Effective Time, the By-laws of Sallie Mae, as amended through the Effective Time, shall be the By-laws of the Surviving Corporation until further amended in accordance with the provisions thereof and of applicable law.

#### Section 4

##### Directors and Officers

4.1 The directors and officers of Sallie Mae immediately prior to the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation.

#### Section 5

##### Amendment and Termination

5.1 At any time prior to the Effective Time, this Agreement and Plan of Merger may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by the Board of Directors of each of Sallie Mae and USA.

5.2 At any time prior to the Effective Time, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of Sallie Mae and/or USA, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of Sallie Mae.

#### Section 6

##### Governing Law; Effect of the Merger

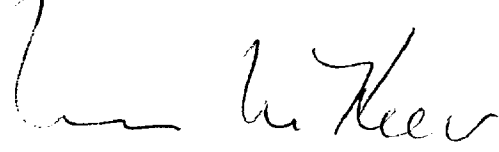
6.1 This Agreement and Plan of Merger shall be governed and construed in accordance with the laws of the State of Delaware.

6.2 At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the General Corporation Law of the State of Delaware, including Section 259. Without limiting the generality of the foregoing, and subject thereto, all the assets, property, rights, privileges, powers and franchises of USA shall vest in the Surviving Corporation, all debts, liabilities and duties of USA shall become the debts, liabilities and duties of the Surviving Corporation, including, that the Surviving Corporation shall succeed

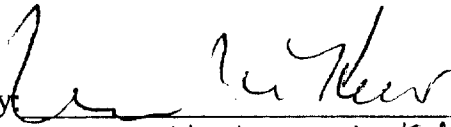
to all the right, title, interest, liabilities and obligations of USA with regard to all contracts to which USA is a party on the date of the Merger.

IN WITNESS WHEREOF, Sallie Mae and USA have caused this Agreement and Plan of Merger to be executed by its duly authorized officers, as of the 22<sup>nd</sup> day of December, 2000.

SALLIE MAE SERVICING CORPORATION

By:   
Name: *Marianne M. Keler*  
Title: *Senior Vice President and General Counsel*

USA SERVICING CORPORATION

By:   
Name: *Marianne M. Keler*  
Title: *Senior Vice President and General Counsel*

CERTIFICATE OF THE SECRETARY

OF

SALLIE MAE SERVICING CORPORATION

The undersigned, being the Secretary of Sallie Mae Servicing Corporation, a Delaware corporation ("Sallie Mae"), does hereby certify pursuant to Section 251 of the General Corporation Law of the State of Delaware that the sole stockholder of Sallie Mae duly adopted this Agreement and Plan of Merger by a written consent to action without a meeting pursuant to and in accordance with Section 228 of the General Corporation Law of the State of Delaware.

Carol R. Rakatansky  
Name: Carol R. Rakatansky  
Title: Secretary  
Assistant

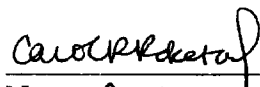
Dated: December 22, 2000

CERTIFICATE OF THE SECRETARY

OF

USA SERVICING CORPORATION

The undersigned, being the Secretary of USA Servicing Corporation, a Delaware corporation ("USA"), does hereby certify pursuant to Section 251 of the General Corporation Law of the State of Delaware that the sole stockholder of USA duly adopted this Agreement and Plan of Merger by a written consent to action without a meeting pursuant to and in accordance with Section 228 of the General Corporation Law of the State of Delaware.

  
Name: Carol R. Rakatansky  
Title: Secretary  
Assistant

Dated: December 22, 2000



State of Delaware

Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SALLIE MAE SERVICING LP", CHANGING ITS NAME FROM "SALLIE MAE SERVICING LP" TO "SALLIE MAE SERVICING L.P.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 2001, AT 5:15 O'CLOCK P.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1085034

DATE: 04-18-01

2370645 8100

010185611

TRADEMARK  
REEL: 002376 FRAME: 0187

CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF

The undersigned, desiring to amend the Certificate of Limited Partnership of Sallie Mae Servicing LP pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Sallie Mae Servicing LP

SECOND: Article First of the Certificate of Limited Partnership shall be amended as follows:

First. Name of Limited Partnership. The name of the limited partnership is Sallie Mae Servicing L.P. (the "Partnership").

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 17<sup>th</sup> day of April, 2001.



Carol R. Rakatansky, Assistant Secretary  
By Sallie Mae, Inc. General Partner

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 05:15 PM 04/17/2001  
010185611 - 2370645

TOTAL P.02

TRADEMARK  
REEL: 002376 FRAME: 0188

Office of the Secretary of State

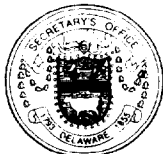
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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "SALLIE MAE SERVICING CORPORATION" TO A DELAWARE LIMITED PARTNERSHIP, CHANGING ITS NAME FROM "SALLIE MAE SERVICING CORPORATION" TO "SALLIE MAE SERVICING LP", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2001, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2001, AT 11:58 O'CLOCK P.M.

2370645 8100V

010154791



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1055759

DATE: 03-30-01

TRADEMARK  
REEL: 002376 FRAME: 0189



**CERTIFICATE OF CONVERSION TO LIMITED PARTNERSHIP**

**OF**

**SALLIE MAE SERVICING CORPORATION**

**TO**

**SALLIE MAE SERVICING L.P.**

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**Pursuant to Section 266 of the General  
Corporation Law of the State of Delaware and  
Section 17-217 of the Delaware Revised Uniform Limited Partnership Act**

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This Certificate of Conversion to Limited Partnership, dated as of March 28, 2001, has been duly executed and is being filed by Sallie Mae Servicing Corporation, a Delaware corporation (the "Corporation"), and Sallie Mae, Inc., as general partner of Sallie Mae Servicing L.P., a Delaware limited partnership (the "Limited Partnership"), to convert the Corporation to the Limited Partnership under the General Corporation Law of the State of Delaware and the Delaware Revised Uniform Limited Partnership Act.

1. The Corporation was first incorporated in Delaware on January 19, 1994 under the name "Sallie Mae Servicing, Inc."
2. The Corporation's name immediately prior to the filing of this Certificate of Conversion to Limited Partnership was Sallie Mae Servicing Corporation.
3. The name of the Limited Partnership as set forth in its certificate of limited partnership and into which the Corporation shall be converted is Sallie Mae Servicing L.P.
4. The conversion of the Corporation to the Limited Partnership shall be effective at 11:58 p.m. Eastern Standard Time on March 31, 2001.
5. The conversion of the Corporation to the Limited Partnership has been approved in accordance with Section 266 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion to Limited Partnership as of the date set forth above.

SALLIE MAE SERVICING CORPORATION

By: Carol R. Rakatansky  
Name: Carol R. Rakatansky  
Title: Assistant Secretary

SALLIE MAE, INC.,  
as general partner of Sallie Mae Servicing L.P.

By: Carol R. Rakatansky  
Name: Carol R. Rakatansky  
Title: Assistant Secretary

*State of Delaware*  
*Office of the Secretary of State*      PAGE 2

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "SALLIE MAE SERVICING LP" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2001, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF LIMITED PARTNERSHIP IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2001, AT 11:58 O'CLOCK P.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2370645 8100V

AUTHENTICATION: 1055759

010154791

DATE ~~FR~~ TRADEMARK

REEL: 002376 FRAME: 0192

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SALLIE MAE SERVICING LP**

The undersigned, in order to form a limited partnership under and pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, hereby certifies as follows:

*First. Name of Limited Partnership.* The name of the limited partnership is Sallie Mae Servicing LP (the "Partnership").

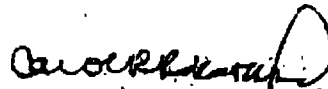
*Second. Registered Office and Agent.* The address of the Partnership's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Partnership's registered agent at such address is The Corporation Trust Company.

*Third. General Partner.* The name and mailing address of the sole general partner of the Partnership is Sallie Mae, Inc. at 11600 Sallie Mae Drive, Reston, VA 20193.

*Fourth. Effective Date and Time.* The effective date of this Certificate of Limited Partnership is March 31, 2001 at 11:58 p.m. Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership this 25<sup>th</sup> day of March, 2001.

SALLIE MAE, INC.



Name: Carol R. Rakatinsky  
Title: Assistant Secretary