

11-14-2001

D/S

Form PTO-1564
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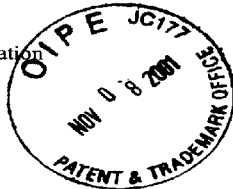
NET

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

1. Name of conveying party(ies):

Caliber Learning Network, Inc.
509 South Exeter Street
Baltimore, Maryland 21202

- Corporation - Maryland Corporation
- Individual(s)
- Limited Partnership
- Other



11.8.01

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

2. Name and address of receiving party(ies):

Sylvan Learning Systems, Inc.
1001 Fleet Street
Baltimore, Maryland 21202

- Corporation - Maryland Corporation
- Individual(s)
- Limited Partnership
- 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 names(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: October 25, 2001

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

A. Trademark Application No.(s)
76/078,471
76/078,465

B. Trademark registration No.(s):

2,304,464

Additional numbers attached? Yes No

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

Name: **Mark B. Harrison, Esq.**
Internal Address: **VENABLE**
Street Address: **1201 New York Ave, N.W.**
Suite 1000
Washington, D.C. 20005

6. Total number of applications involved: 3

11/13/2001 6TOM11 00000030 76078471
01 FC:481 40.00 DP
02 FC:482 50.00 DP

7. Total fee (37 CFR 3.41) **\$90.00**

Enclosed

If the check is not attached hereto or for an insufficient amount, authorized to be charged to deposit account below and notify us accordingly.

8. Deposit account number: **22-0261**

(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.

Mark B. Harrison, Esq.
Name of Person Signing

Signature

11/8/01
Date

Total number of pages comprising cover sheet:

29239-152305, 158519, 158518

ASSIGNMENT OF TRADENAMES, TRADEMARKS AND PATENTS

THIS ASSIGNMENT OF TRADENAMES, TRADEMARKS AND PATENTS ("Assignment") is executed on this 25th day of October, 2001 (the "Effective Date"), by and between **CALIBER LEARNING NETWORK, INC.**, a Maryland corporation, as debtor in possession ("Assignor"), and **SYLVAN LEARNING SYSTEMS, INC.**, a Maryland corporation ("Assignee").

WHEREAS, Assignor is a debtor in possession under the Chapter 11 bankruptcy case pending in the United States Bankruptcy Court for the District of Maryland (the "Bankruptcy Court"), In re Caliber Learning Network, Inc., Bankruptcy Case No. 01-59533-JS (the "Bankruptcy Case"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 13, 2001, as amended by that certain (i) Amendment to Asset Purchase Agreement dated as of August 23, 2001, (ii) Second Amendment to Asset Purchase Agreement dated as of September 4, 2001, (iii) Third Amendment to Asset Purchase Agreement dated as of September 5, 2001, (iv) Fourth Amendment to Asset Purchase Agreement dated as of September 6, 2001, and (v) Fifth Amendment to Asset Purchase Agreement dated as of September 17, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee or its assigns, and Assignee has agreed to purchase (or cause its assigns to purchase), certain assets of Assignor (the "Purchase Transaction"), including, without limitation, all of Assignor's right, title and interest in and to the tradenames and trademarks listed on Schedule A attached hereto and made a part hereof, and all variations thereof and derivatives therefrom (collectively, the "Tradenames and Trademarks"), and the patents ("Issued Patents") and patent applications (including provisional applications) ("Pending Patent Applications") listed on Schedule B attached hereto and made a part hereof (the Issued Patents and the Pending Patent Applications are hereinafter referred, collectively, to as the "Patents"); and

WHEREAS, the Bankruptcy Court entered an Order in the Bankruptcy Case on October 3, 2001, authorizing and approving the Purchase Transaction pursuant to the Purchase Agreement.

NOW THEREFORE, pursuant to the Purchase Agreement, and for the consideration therein set forth, the parties hereto take the following actions and make the following agreements:

1. **Capitalized Terms.** Capitalized terms used herein without definitions shall have the meanings ascribed in the Purchase Agreement.

2. **Assignment of Tradenames and Trademarks.** Assignor hereby sells, transfers, conveys, assigns, grants and delivers to Assignee and its successors and assigns, absolutely and irrevocably, free and clear of any and all Liabilities, all of Assignor's right, title and interest in and to:

(a) The Tradenames and Trademarks, in the United States and in all foreign countries, whether or not such Tradenames and Trademarks have been registered prior to, on or after the Effective Date, and any and all renewals and extensions thereof, together with the goodwill of the business carried on in connection with such Tradenames and Trademarks; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Tradenames and Trademarks prior to, on or after the Effective Date, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

3. **Assignment of Patents.** Assignor hereby sells, transfers, conveys, assigns, grants and delivers to Assignee and its successors and assigns, absolutely and irrevocably, free and clear of any and all Liabilities, all of Assignor's right, title and interest in and to:

(a) The Patents, in the United States and in all foreign countries, whether or not such Patents have been issued prior to, on or after the Effective Date, and any reissues, continuations, continuations-in-part, reissues, revisions, divisionals-in-part, substitutions, extensions, or re-examinations thereof; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Patent prior to, on or after the Effective Date, and any reissues, continuations, continuations-in-part, reissues, filed patent application and then can file continuations and can have revisions, divisionals, divisionals-in-part, substitutions, extensions, or re-examinations thereof, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

4. **Incorporation of Terms of Purchase Agreement.** This Assignment does not, nor shall it be deemed to, supersede, extinguish or merge any of the provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference, and which provisions shall remain in full force and effect as provided therein.

5. **Entire Agreement, Amendment and Waivers.** This Assignment and the Purchase Agreement, together with the exhibits and schedules attached thereto, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior and contemporaneous agreements, understandings,

discussions of the parties, whether oral or written. No supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

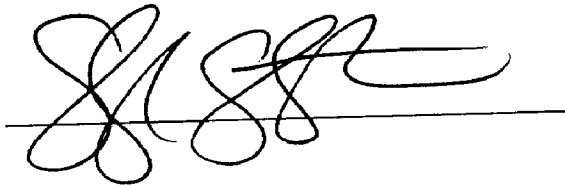
6. **Binding Agreement.** This Assignment constitutes the legal, valid and binding obligations of each party enforceable in accordance with its terms and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

7. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to principles of conflict of laws.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

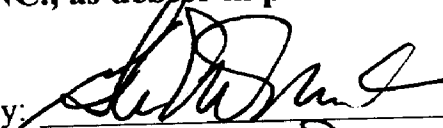
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.

WITNESS/ATTEST:



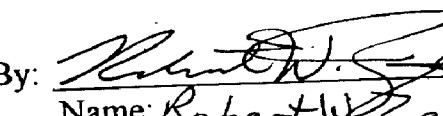
ASSIGNOR:

**CALIBER LEARNING NETWORK,
INC., as debtor in possession**

By:  (SEAL)
Name: **GLEN MARAKER**
Title: **CEO**

ASSIGNEE:

SYLVAN LEARNING SYSTEMS, INC.

By:  (SEAL)
Name: **Robert W. Kentz**
Title: **Sr. V. P.**

ASSIGNMENT OF TRADENAMES, TRADEMARKS AND PATENTS

Schedule A

Tradenames and Trademarks

1. IT Insight (U.S.; 3-Feb-98; 75/428044)
2. IT Insider (U.S.)
3. Caliber (U.S.; 2,141,504)
4. Caliber Learning Network (U.S.; 2,168,245)
5. Caliber Performance Learning (U.S.; 26-Jul-96; 75/142,253)
6. Mountain Peak (Caliber) (U.S.; 2,175,512)
7. Caliber Learning Center (U.S.; 2,304,464)
8. Caliber Enterprise Technology Summit (U.S.)
9. Enterprise Technology Forum (U.S.)
10. Select Partner (U.S.)
11. Caliber Learning Campus (U.S.)
12. Caliber Learning Lab (U.S.)
13. Essentials of Management (U.S.)
14. BOSS (U.S.)
15. Broadcast Origination Support System (U.S.)
16. Caliber Education (U.S.)
17. Internet Broadcast Studio (U.S.; 27-Jun-00; 76/078471)
18. Internet Broadcast Suite (U.S.; 27-Jun-00; 76/078465)
19. Caliber (New Logo w/swoosh) (U.S.; 2,471,122)

ASSIGNMENT OF TRADENAMES, TRADEMARKS AND PATENTS

Schedule B

Patents

1. Patent recorded in the United States Patent and Trademark Office on June 21, 1998 at Reel 9274, Frame 0240.
2. Patent recorded in the United States Patent and Trademark Office on June 21, 1998 at Reel 9274, Frame 0240.
- 3.