

12-28-2001



101927496

To the Honorable Commission

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Dreyfuss Associates, Inc. 12/26/01

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Corrective Assignment to correct name of

Execution Date: Assignee dated April 7, 1998

2. Name and address of receiving party(ies)
Name: ERL-DH Acquisition Corp., LLC
Internal
Address: _____
Street Address: 433 Western Avenue
City: Boston State: MA Zip: 02135

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

If assigned is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1,911,330; 2,143,130; 2,145,063; 2,250,060

 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Miriam J. Rovner, Senior Legal Assistant
Internal Address: _____

Street Address: Goodwin Procter LLP
Exchange Place
53 State Street
City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$ 115.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
07-1700
(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.

Robert M. O'Connell, Jr.

December 5, 2001

Name of Person signing

Signature

Date

Total number of pages include cover sheet, attachments, and document: 8

12/27/2001 LMUELLER 00000207 1911330

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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

AKA 4-23-98

FD-36 (REV. 10-16-94)

REC

04-29-1998

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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APR 23 1998

100697385

To the Honorable Commissioner

RECEIVED

1. Name of conveying party(ies):
Dreyfus Associates, Inc.
433 Western Avenue, Suite 3
Boston, MA 02135

Individuals Association
 General Partnership Limited Partnership
 Corporation-State: MA
 Other

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

2. Name and address of receiving party(ies)

Name: SQL-DEL Acquisition Corp.
 Internal Address: _____
 Street Address: 433 Western Avenue, Suite 3
 City: Boston State: MA ZIP: 02135

Individual(s) citizenship
 Association
 General Partnership
 Corporation-State
 Other - Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Designation must be a separate document (See Assignment)
 Address of assignee's representative attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 7, 1998

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

A. Trademark Application No.(s) See attached schedule

Additional numbers attached? Yes No

B. Trademark Registration No.(s) See attached schedule

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

Name: Milton J. Bunker
 Internal Address: Goldwin, Pomeroy & Hoy LLP
 Street Address: Exchange Place
33 State Street
 City: Boston State: MA Zip: 02202

6. Total number of applications and registrations involved: **(4)**

7. Total Fee (37 CFR 3.41): \$ 115.00

Endorsed
 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.

D. David Johnson P. David Johnson April 22, 1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **(6)**

COMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Fee Assignment
 Washington, D.C. 20531

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the documents and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, P.O. Box 2000, Washington, D.C. 20531, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

DO NOT WRITE IN THESE SPACES

TRADEMARK REEL: 1717 FRAME: 0579

TRADEMARK REEL: 2415 FRAME: 0579

MARKS

MARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration/Serial Number</u>	<u>Registration Date/ Status</u>
United States	TOPHEALTH	1,911,330	August 15, 1995
United States	TOPTOPICS	2,143,130	March 10, 1998
United States	TOPDOLLAR	2,145,063	March 17, 1998
United States	TOPPERFORMANCE	75-211,033	Pending (published for opposition)

**TRADEMARK
REEL: 1717 FRAME: 0871**

**TRADEMARK
REEL: 2415 FRAME: 0580**

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made this 7th day of April, 1998 by and between DREYFUSS ASSOCIATES, INC., a Massachusetts corporation formerly known as "Dreyfuss Hunt, Inc." ("Assignor"), in favor of ERL-DH ACQUISITION CORP., LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Dr. Arnon I. Dreyfuss, and Assignee (as assignee of Educational Reviews, LLC) are parties to an Asset Purchase Agreement, dated as of February 25, 1998 (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of the registered and unregistered trademarks and service marks and applications therefor, trade names, trade name rights, and other similar rights described in Section 1.1(h) of the Purchase Agreement and listed on Schedule 1.1(h) to the Purchase Agreement; and

WHEREAS, all such registered and unregistered trademarks are set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee the Marks and all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, pursuant to this Trademark Assignment, does hereby sell, convey, transfer, assign, and deliver unto Assignee, its legal successors and permitted assigns, its entire right, title, and interest in and to the Marks, throughout the world, and any extensions or renewals thereof, together with the goodwill of the business symbolized by the Marks, and agrees that Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

This Trademark Assignment is given pursuant to the Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Assignee or Assignor thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.

At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, conveyance, transfer, assignment, and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively sell, convey, transfer, assign, and deliver to Assignee and to confirm Assignee's title to the Marks, and to assist Assignee in exercising all rights with respect thereto.

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TRADEMARK
REEL: 1717 FRAME: 0872

TRADEMARK
REEL: 2415 FRAME: 0581

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

DREYFUSS ASSOCIATES, DFC., formerly known as "Dreyfuss Hunt, Inc."

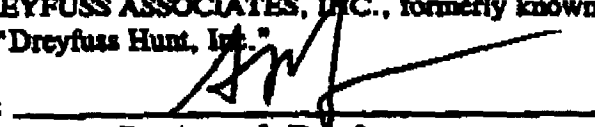
By: 
Name: Dr. Arnon I. Dreyfuss
Title: President

EXHIBIT A**MARKS****Registered Trademarks**

Country	Trademark	Registration/Serial Number	Registration Date/ Status
United States	TOPHEALTH	1,911,330	August 15, 1995
United States	TOPTOPICS	2,143,130	March 10, 1998
United States	TOPDOLLAR	2,145,063	March 17, 1998
United States	TOPPERFORMANCE	75-211,033	Pending (published for opposition)
United States	DREYFUSS HUNT, INC.	-	Not filed

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TRADEMARK
REEL: 1717 FRAME: 0874

TRADEMARK
REEL: 2415 FRAME: 0583

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 7th day of April, 1998 before me appeared the above-named Dr. Arnon I. Dreyfuss, the President of Dreyfuss Associates, Inc., a Massachusetts corporation, who, being duly sworn, did depose and say that he is the President of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Stephen J. Fogell
Notary Public

My commission expires: 7/21/2000

DOCSC615847.1

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RECORDED: 04/22/1998

TRADEMARK
REEL: 1717 FRAME: 0873

TOTAL P.07

RECORDED: 12/26/2001

TRADEMARK
REEL: 2415 FRAME: 0584