

02-06-2002

Attorney Docket No. 2268/12671

Form PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101973648  
TRADEMARK

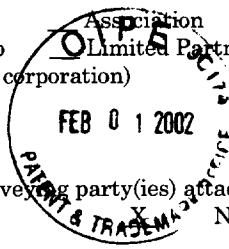
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Learning Revolution, Inc.

Individuals(s)  
 General Partnership  
 Corporate (Nevada corporation)  
 Other

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



2. Name and address of receiving party(ies)  
Name: Learn.com, Inc.

Street Address: 14101 N.W. 4th Street  
Sunrise, Florida 33325

Individuals(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporate (Delaware corporation)  
 Other

2-1-02

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

Execution Date: **January 30, 2002**

If assignee is not domiciled in the United States, a domestic representative designated is attached:  
 Yes  No

Additional name(s) & address(es) attached?  
 Yes  No

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

If this document is being filed together with a new application, the execution date of the application is: ==

A. Trademark Application No.(s)  
75/644,957

B. Trademark Registration(s).

Additional numbers attached?  Yes  No

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

**Herbert I Cantor, Esq.**  
**CROWELL & MORING**  
 P.O. BOX 14300  
 Washington, D.C. 20004-4300  
 Phone: 202-624-2500  
 Facsimile: 202-628-5116  
 e-mail: hcantor@crowell.com

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41): **\$ 40.00**  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323  
 Authorized to be charged to Deposit Account

8. Deposit Account No. 05-1323  
(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

Herbert I. Cantor, Esq. January 31, 2002  
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 3

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

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TRADEMARK  
REEL: 002442 FRAME: 0936

ASSIGNMENT

WHEREAS, the Trademark, as represented by U.S. Trademark Application Serial No. 75/644,957, filed February 22, 1999, is owned by LEARNING REVOLUTION, INC., a corporation duly organized and existing under and by virtue of the laws of Nevada, whose address is c/o Jason Psaltides, Esq., 14101 NW 4th Street, Sunrise, Florida 33325 (hereinafter referred to as "ASSIGNOR"); and

WHEREAS, LEARN.COM, INC., a corporation duly organized and existing under and by virtue of the laws of Delaware, whose address is 14101 NW 4th Street, Sunrise, Florida 33325 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring said Trademark and Application, and the good will of the business in connection with which said Trademark and Application were used:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:-

Be it known that for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, ASSIGNOR, by these presents, does hereby sell, assign, transfer and set over unto the said ASSIGNEE the entire right, title and interest in and to the aforesaid Trademark and Application together with the good will of the business in connection with which said Trademark and Application has been used, together with all rights of action, in

law and in equity, for past or future infringements thereof. Said Trademark and Application to be held and enjoyed by said ASSIGNEE for its own use and behoof and for its successors and assigns, to the full end of the term for which any Registration to be granted based on said Application and any and all renewals thereof, as fully and entirely as the same would have been held by the said ASSIGNOR had this assignment and sale not been made.

IN TESTIMONY WHEREOF, LEARNING REVOLUTION, INC., has caused these presents to be signed and executed by its authorized officer, this 30 day of January, 2002.

LEARNING REVOLUTION, INC.

By:

  
James Riley  
President