

03-07-2002



102005203

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

1. Name of Conveying party(ies):  
**Virtual University Enterprises, Inc.** *01/30/02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
State      X Corporation: DELEWARE  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: **NCS Pearson, Inc.**  
Internal  
Address: \_\_\_\_\_

Street Address: **11000 Prairie Lakes Drive**  
City: **Eden Prairie** State: **MN** Zip: **55344**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
X Corporation-State **MINNESOTA**  
 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 X No

3. Nature of conveyance:

X Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **January 28, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**2,266,407 AND 2,374,401**

Additional number(s) attached  Yes X No

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

Name: **Daniel J. DeVoe, Esq.**  
**NCS Pearson, Inc.**  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: **11000 Prairie Lakes Drive**  
\_\_\_\_\_  
City: **Eden Prairie** State: **MN** Zip: **55344**

6. Total number of applications and registrations involved: ..... **2**

7. Total fee (37 CFR 3.41) ..... **\$65.00**  
X 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.*

**Daniel J. DeVoe** \_\_\_\_\_ *[Signature]* \_\_\_\_\_ *01/30/2002*  
Name of Person Signing      Signature      Date

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

03/06/2002 DBYRME  
01 FC:481  
02 FC:482

00000037 2256407  
40.00 OP  
25.00 DP

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

3016TM

## ASSIGNMENT OF MARKS

This Assignment of Marks (the "Assignment of Marks"), made and entered into as of the 28<sup>th</sup> day of January, 2002, is by and between Virtual University Enterprises, Inc., a Delaware corporation (the "Assignor"), and NCS Pearson, Inc., a Minnesota corporation (the "Assignee").

### RECITALS

Assignor and Goal Designs, Inc., a Massachusetts corporation ("Goal Designs") are parties to that certain Agreement for Purchase and Sale of Assets effective as of February 23, 2001, (the "Asset Purchase Agreement"), pursuant to which Assignor received certain assets from Goal Designs, including without limitation the Seller's Trademarks (as defined in the Asset Purchase Agreement).

Assignor is a wholly-owned subsidiary of Assignee. Assignee now desires to own all of Seller's Trademarks received by Assignor from Goal Designs. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all worldwide right, title and interest in, to and under the Seller's Trademarks, including, without limitation, the registered and unregistered domestic and foreign trademarks listed on Schedule A attached hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the consideration received from Assignee for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all worldwide right, title and interest in, to and under the Seller's Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Seller's Trademarks, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Seller's Trademarks not been made.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Marks as of the date first above written.

ASSIGNOR:

VIRTUAL UNIVERSITY ENTERPRISES

By: 

Name: David W. Smith

Title: President

TRADEMARK

REEL: 002454 FRAME: 0854

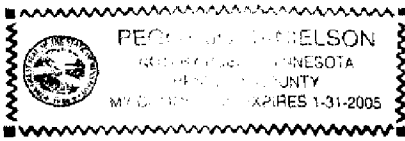
STATE OF MINNESOTA )

COUNTY OF Hennepin )

On the 28<sup>th</sup> day of January in the year 2002 before me personally came David W. Smith, to me known, who being by me duly sworn, did depose and say that he resides at 9784 Brookview Circle ~ Eden Prairie MN that he is President of Virtual University Enterprises, Inc. and that he had the authority to sign his name thereto on behalf of said corporation.

Regina J. Nelson  
Notary Public

My Commission Expires:



## Schedule A to Assignment of Marks

### U.S. Trademark and Service Mark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<b>GOAL DESIGNS</b>	2,266,407	August 3, 1999
<b>CERTS</b>	2,374,401	August 8, 2000

### Common Law (Unregistered) Trademarks and Service Marks

CERTS® Administrator™

CERTS® Developer™

CERTS® Enterprise™

CERTS® Writer™

**Technology solutions** designed to achieve your goal™

Certification Tracking System™

Goal Designs logo (below)

