

05-24-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102102099

Tab settings

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

1. Name of conveying party(ies):

Joseph M. Cronin *5.21.02*

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Marketing and Commerce

Internal Online, Inc.

Address: _____

Street Address: 67 Coddington St. #201

City: Quincy State: MA Zip: 02169

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State MA
- 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 No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

2494006

Additional number(s) attached Yes No

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

Name: George W. Tuttle

Internal Address: Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

GEORGE W. TUTTLE
Name of Person Signing

George W. Tuttle
Signature

May 10, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

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

05/23/2002 LMUELLER 00000143 2494006

01 FC:481

40.00 OP

TRADEMARK
REEL: 002513 FRAME: 0181

ASSIGNMENT OF ASSETS

THIS AGREEMENT, effective as of the 18th day of April 2002, is made by and between Dr. Joseph M. Cronin and Edvisors, Inc., a corporation organized and operating under the laws of the Commonwealth of Massachusetts, having a principal office at 338 Granite Avenue, Milton, MA 02186 (Dr. Cronin and Edvisors, Inc. are referred to hereinafter collectively as "Assignor"), and Marketing and Commerce Online, Inc., a corporation organized and operating under the laws of the Commonwealth of Massachusetts, having a principal office at 67 Coddington Street, Suite 201, Quincy, MA 02169 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the service mark EDVISORS (the "Mark") which was registered with the United States Patent and Trademark Office and assigned Registration No. 2,494,006 and registered with the Commonwealth of Massachusetts and assigned Registration No. 9627 for use in connection with educational consulting services to schools, colleges, universities, businesses, foundations, and states, and for use in connection with providing information about educational resources for foreign and domestic students, namely, information about educational programs, instructional technology, distance learning, exam preparation and resources for teachers, via the global computer network;

WHEREAS, on or about December 2, 1999 Assignor granted Assignee a written license to use the Mark in connection with (i) Assignee's on-line business, at the website <http://www.edvisors.com>, of providing access to education-related resources for foreign and domestic students, including information about educational programs, sources of

financial aid, and other matters of interest to students and their parents; and (ii) Assignee's business of providing educational consulting services to schools, colleges, universities, businesses, foundations, and states (the "License");

WHEREAS Assignee has been using the Mark continuously under the License to promote its goods and services;

WHEREAS, the Assignor wishes to assign the Mark and the goodwill associated with it to Assignee and take a license back, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth below, the parties agree as follows:

1. ASSIGNMENT OF MARK AND GOODWILL

(a) Assignor hereby agrees to transfer, convey and assign to Assignee, and Assignee agrees to purchase from Assignor, upon and subject to the terms and conditions herein contained, Assignor's customer list, for use by Assignee in the course of its business.

(b) Assignor hereby agrees to transfer, convey, and assign to Assignee all right, title and interest in and to the Mark and any and all rights to the Mark in all countries throughout the world, together with the goodwill of the business symbolized by

the Mark and the right to sue third parties for and recover from past and future infringement of the Mark.

2. LICENSE BACK

(a) Grant of license. Assignee hereby grants to Assignor a royalty-free, exclusive license to use the Mark in connection with Assignor's business of providing educational consulting services to schools, colleges, universities, businesses, foundations, and states. Assignor accepts this license subject to the following terms and conditions.

(b) Ownership. Assignor agrees to acknowledge Assignee's ownership of the Mark, agrees that it will do nothing inconsistent with such ownership, agrees that all of its use of the Mark after the effective date of this Agreement shall be on behalf of Assignee and inure to Assignee's benefit, and agrees to assist Assignee in recording this agreement with appropriate government authorities. Assignor further agrees that it will not challenge Assignee's title to the Mark or the validity of this license.

(c) Quality maintenance. Assignor agrees that the services rendered in connection with the Mark under the license-back granted in this Agreement and all related advertising, promotional, and other related uses of the Mark shall be of a nature and quality appropriate to the good name and goodwill of the Mark, and high regard and reputation associated therewith. To ensure this quality, Assignor agrees to cooperate with Assignee in facilitating Assignee's control of the nature and quality of the services performed by Assignor. Assignee shall have the right to terminate this license if it reasonably concludes that the quality of the products and services provided by Assignor in connection with the Mark falls short of the standard of quality appropriate to the good

name, goodwill, and high regard and reputation in which Assignee's services are held. Assignor shall comply with all applicable laws and regulations and shall obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of services covered by the license-back granted in this Agreement.

(d) No assignment. The license-back granted in this Agreement is personal to Assignor and shall not be assigned by Assignor without the written consent of Assignee. Assignor agrees that it will not enter into any sublicensing of the rights granted by this Agreement without the prior written consent of Assignee. This agreement shall be binding upon and inure to the benefit of any permitted successors, assigns, and legal representatives of the parties hereto and shall be effective throughout the world.

(e) Term and termination. This license-back shall continue in force and effect for ten (10) years from the effective date hereof, unless terminated sooner in accordance with this Agreement. In the event that Assignor materially breaches any of the material obligations of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach, Assignee shall have the right to terminate the license-back granted by this Agreement upon thirty (30) days' written notice..

3. COST OF REGISTRATION

Assignee shall be responsible for maintaining the federal registration of the Mark and for all costs associated therewith.

4. INFRINGEMENT PROCEEDINGS

Assignor agrees to notify Assignee of any unauthorized use of the Mark by others immediately upon becoming aware of such unauthorized use. Assignee shall have the sole right to bring infringement or unfair competition proceedings involving the Mark, at its own expense.

5. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof. This Agreement supersedes all previous agreements, oral or written, expressed or implied, respecting its subject matter. This Agreement shall not be altered or modified in any way except by mutual consent and in a manner clearly evidenced in writing and signed by an authorized officer of the party against whom enforcement of such alteration or modification is sought.

6. INTERPRETATION OF THIS AGREEMENT

It is agreed that this agreement is to be construed under and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the 15th day of April 2002.

EDVISORS, INC

DR. JOSEPH M. CRONIN

By: Joseph M. Cronin
Dr. Joseph M. Cronin, President

Joseph M. Cronin

MARKETING AND COMMERCE ONLINE, INC.

By: Joe Cronin
Joseph M. Cronin, President

BOS1 #1234305 v1