

07-10-2002

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



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

102150138 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

EXETER EDUCATION MANAGEMENT SYSTEMS, INC.

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

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

2. Name and address of receiving party(ies)

Name: **SALLIE MAE, INC.**

Internal

Address: _____

Street Address: **11600 Sallie Mae Drive**

City: **Reston** State: **VA** Zip: **20193**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Delaware**

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other **Asset Transfer Agreement**

Execution Date: **January 1, 2000**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHMENT A

Additional number(s) attached Yes No

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

Name: **Mindy Ellis Schwartz, Esq.**

Internal Address: **Pepper Hamilton LLP**

3000 Two Logan Square

Street Address: **18th and Arch Streets**

City: **Phila.** State: **PA** Zip: **19103**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

16-1322

(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.

Mindy Ellis Schwartz

Name of Person Signing

Mindy Ellis Schwartz

Signature

July 1, 2002

Date

Total number of pages including cover sheet, attachments, and document: **5**

07/09/2002 BYRNE 00000110 161322 2242446

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

01 FC:481
02 FC:482

40.00 CH
100.00 CH

TRADEMARK
REEL: 002541 FRAME: 0261

ATTACHMENT A

to

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. FEDERAL TRADEMARKS

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
EXETER STUDENT MARKETING SYSTEM	4/18/00	2,342,446
EXETER STUDENT AID SYSTEM	3/17/98	2,145,034
EXETER STUDENT SERVICE SYSTEM	4/28/98	2,154,057
EXETER STUDENT SUITE	5/04/99	2,242,978
EXETER CAREER MANAGEMENT SYSTEM	4/04/00	2,337,466

ORIGINAL

Asset Transfer Agreement

THIS ASSET TRANSFER AGREEMENT (the "Agreement") by and between Exeter Education Management Systems, Inc., a Massachusetts corporation, ("Transferor") and Sallie Mae, Inc. ("Transferee") is executed as of the 1st day of January, 2000.

WHEREAS, in connection with the reorganization of Transferor subsequent to the purchase of Transferor by Transferee, Transferor desires to transfer to Transferee Transferor's assets, and Transferee desires to receive such assets, all as described herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Asset Transfer As of January 1, 2000, Transferor sells, assigns, transfers, conveys and delivers all of its assets, including all contracts, personal property both tangible and intangible, real property, intellectual property and the like, but excluding Transferor's stock or other equity interest in Exeter (India) Private, Ltd. (collectively, the "Assets") to Transferee. Transferee hereby agrees to receive title to such Assets

2. Assumption of Liabilities. As of January 1, 2000, Transferee assumes the liabilities and other obligations of Transferor related to the Assets.

3. Representations and Warranties of Transferee and Transferor. Each of Transferee and Transferor represent and warrant to the other, as follows:

(a) Transferee/Transferor is a corporation duly organized and validly existing under the laws of the state of its organization.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated thereby will not violate the charter or bylaws of the Transferee/Transferor.

(c) Transferee/Transferor has the legal right to enter into and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, such Transferee/Transferor.

4. Additional Actions and Documents. Each of the parties hereto agrees that it will take or cause to be taken such further actions, and execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and obtain such consents, as may be necessary or reasonably requested in connection with the transactions contemplated by this Agreement or in order to fully effectuate the purposes, terms and conditions of this Agreement.

5. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or

document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

6. Benefit and Assignment. Except as hereinafter specifically provided in this Section 6, no party hereto shall assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party; and any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. No person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable by, the parties hereto or their respective successors and assigns as permitted hereunder.

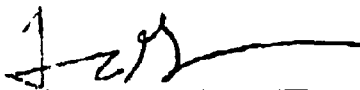
7. Entire Agreement; Amendment. This Agreement and the other instruments and documents referred to herein or delivered pursuant hereto, contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

8. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of said agreement.

9. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claim or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Delaware, excluding the choice of law rules thereof.

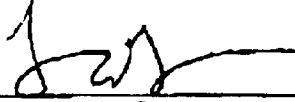
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name on its behalf, all as of the day and year set forth opposite such party's signature below.

EXETER EDUCATIONAL MANAGEMENT
SYSTEMS, INC.



Name: Thomas Exten
Title: Director

SALLIE MAE, INC.



Name: Thomas Green
Title: Senior Vice President