

FORM PTO-1618A

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

Patent and Trademark Office

102164760

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

1. Submission Type

New

Resubmission (Non-Recordation)

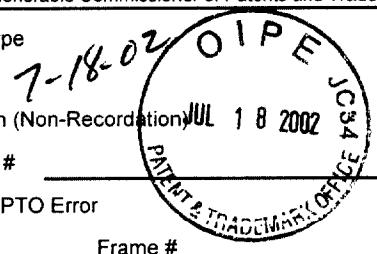
Document ID # _____

Correction of PTO Error

Reel # _____ Frame # _____

Corrective Document

Reel # _____ Frame # _____



2. Name of Conveying Party(ies):

Computer Learning Works, Inc.

Route 4, Box 28

PO Box 866

Starkville, MS 39759

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State Mississippi

Other: _____

Additional Name(s) of conveying attached? Yes No

3. Name and Address of Receiving Party(ies):

Name: SkillsTutor.com, Inc.

Street Address: 255 Washington Street

City: Newton

State: Massachusetts Zip: 02458

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

4. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other: _____

Effective Date: November 10, 2000

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

1,702,915

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. T-16528

7. Number of applications and registrations involved: 1

8. Total fee (37 CFR 3.41)..... \$ 40

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to account 06-1358

07/22/2002 TBAZI 00000214 1702915

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40.00 DP

DO NOT USE THIS SPACE

10. 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.

Simor L. Moskowitz

Name of Person Signing

Signature

July 18, 2002

Date

Total number of pages excluding cover sheet:

3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Registration of:

Achievement Technologies, Inc.

Registration No.: 1,702,915

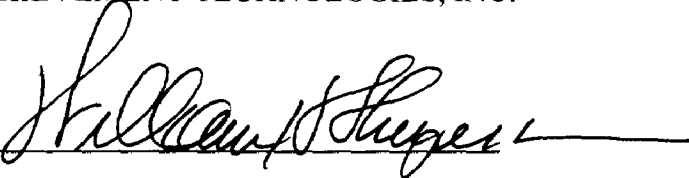
Issue Date: July 28, 1992

Mark: THE COMPUTER LEARNING WORKS & Design

POWER OF ATTORNEY

The undersigned hereby appoints SIMOR L. MOSKOWITZ, HARVEY B. JACOBSON, JR., JOHN CLARKE HOLMAN, MARVIN R. STERN, ALLEN S. MELSER, MICHAEL R. SLOBASKY, MARSHA G. GENTNER, JONATHAN L. SCHERER, IRWIN M. AISENBERG, GEORGE W. LEWIS, WILLIAME. PLAYER, YOON S. HAM, and NATHANIEL A. HUMPHRIES its attorneys to transact all business in the Patent and Trademark Office in connection with the above-identified application, and hereby revokes all previous powers of attorney herein. Please address all correspondence to JACOBSON HOLMAN, 400 Seventh Street, N.W., Washington, D.C. 20004-2201.

ACHIEVEMENT TECHNOLOGIES, INC.

By: 

Dated: 7-July -, 2002

Atty Docket No. T-13873

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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made between Computer Learning Works, Inc., a corporation duly organized and existing under the laws of the State of Mississippi, whose place of business is Route 4, Box 28, PO Box 866, Starkville, MS 39759 (hereinafter referred to as the "Assignor"), and SkillsTutor.com, Inc., a corporation duly organized under the laws of the State of Delaware, whose business address is 255 Washington Street, Newton, MA 02458 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor is the owner of the trademark THE COMPUTER LEARNING WORKS INC. & DESIGN, and the United States registration therefor, No. 1,702,915, issued July 28, 1992 (hereinafter referred to as the "ASSIGNED TRADEMARK"); and

WHEREAS, on or about November 10, 2000, the Assignor did assign to the Assignee the ASSIGNED TRADEMARK, and the goodwill of the business pertaining thereto, but no formal assignment document in a form recordable in the Patent and Trademark Office was ever executed; and

WHEREAS, the parties hereby desire to reconfirm the prior assignment of the ASSIGNED TRADEMARK, the United States registration therefor, and goodwill of Assignor associated therewith, in order to record the change of the ownership in the Assignment Division of the Patent and Trademark Office and place formal title in the name of Assignee.

NOW, THEREFORE, for good and valuable consideration, previously paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, nunc pro tunc, as of November 10, 2000, all right, title and interest in and to the ASSIGNED TRADEMARK and the above-identified

registration therefor together with the whole of the goodwill of the business symbolized by the ASSIGNED TRADEMARK, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which registration of the ASSIGNED TRADEMARK may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of the ASSIGNED TRADEMARK and with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

IN TESTIMONY THEREOF, said Assignor has caused its name to be signed and its seal to be affixed, by its duly authorized officer, the 2nd day of July, 2002.

THE COMPUTER LEARNING WORKS, INC.



Gary N. Bunner, V.P.

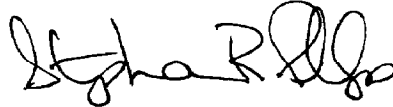
PRINT NAME AND TITLE

[SEAL]

Subscribed and sworn to before me this 2nd day of July, 2002,

2002.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 22, 2006
BONDED THRU STEGALL NOTARY SERVICE



[SEAL]