

Form PTO-1594
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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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):

Homeworkcentral.com, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- 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: February 25, 2000

2. Name and address of receiving party(ies)

Name: bigchalk.com, Inc.

Internal Address: 1500te 111

Street Address: 1000 Chesterbrook Blvd.

City: Berwyn State: PA Zip: 19312

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

A. Trademark Application No.(s) 75/671,690;
75/879,505; 75/865,695; 75/519,603

B. Trademark Registration No.(s) 2,253,777

Additional number(s) attached Yes No

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

Name: Howard J. Shire, Esq.

Internal Address: Kenyon & Kenyon

Street Address: One Broadway

City: NY State: NY Zip: 10004

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:

11-0600

DO NOT USE THIS SPACE

9. Signature.

Howard J. Shire

Name of Person Signing

Howard J. Shire
Signature

9/23/02
Date

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

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

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") is made and entered into as of February 25, 2000, among bigchalk.com, inc., a Delaware corporation ("Parent"), HWC Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and HomeworkCentral.com, Inc., a Delaware corporation (the "Company").

RECITALS

- A. The Boards of Directors of each of the Company, Parent and Merger Sub believe it is in the best interests of each company and their respective stockholders that Parent acquire the Company through the statutory merger of Merger Sub with and into the Company (the "Merger") and, in furtherance thereof, have approved the Merger.
- B. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, all of the issued and outstanding shares of capital stock of the Company ("Company Capital Stock") and all outstanding options and other rights to acquire or receive shares of Company Capital Stock shall be converted into the shares of or right to receive shares of Common Stock of Parent ("Parent Common Stock") or be paid for with Cash Consideration (as hereinafter defined)
- C. Concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain affiliates of the Company are entering into Voting Agreements in substantially the form attached hereto as Exhibit A (the "Voting Agreement").
- D. A portion of the shares of Parent Common Stock and Cash Consideration otherwise issuable by or to be paid by Parent in connection with the Merger shall be placed in escrow by Parent, the release of which amount shall be contingent upon certain events and conditions.
- E. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").
- F. The parties intend for the Merger to be accounted for financial accounting purposes as a purchase.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, intending to be legally bound hereby the parties agree as follows:

(a) For the purposes of this Section 2.11, the following terms have the following definitions:

"Intellectual Property" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries ("**Patents**"); (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation embodying or evidencing any of the foregoing; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world ("**Copyrights**"); (iv) all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology ("**Maskworks**"); (v) all industrial designs and any registrations and applications therefor throughout the world; (vi) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world ("**Trademarks**"); (vii) all databases and data collections and all rights therein throughout the world; and (viii) all computer software including all source code, object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded; (ix) all World Wide Web addresses, sites and domain names; and (x) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

"Business" means the business of the Company, including the manufacture, use, licensing, distribution and sale of any products or technology or the provision of any services by the Company, as currently conducted, as conducted since the inception of the Company, or as reasonably is contemplated to be conducted by the Company in the future.

"Company Intellectual Property" shall mean any Intellectual Property that is owned by or licensed to the Company.


"Registered Intellectual Property" shall mean all United States, international and foreign: (i) Patents, including applications therefor; (ii) registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (iii) Copyrights registrations and applications to register Copyrights; (iv) Mask Work registrations and applications to register Mask Works; and (v) any other Company Intellectual Property owned by the Company that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time.

(b) Schedule 2.11(b) lists all Registered Intellectual Property in whole or in part owned by or filed in the name of the Company (the "**Company Registered Intellectual Property**").

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

"Company"

HomeworkCentral.com, Inc.

By: 
Name: Peter van Ralen
Title: President + CEO

"Parent"

bigchalk.com, inc.

By: _____
Name: _____
Title: _____

"Merger Sub"

HWC Acquisition, Inc.

By: _____
Name: _____
Title: _____

Received Time: 9:15 AM
Date: 09/24/02

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

"Company"

HomeworkCentral.com, Inc.

By: _____
President and Chief Executive Officer

"Parent"

bigchalk.com, inc.

By: Susan Harman
Name: SUSAN HARMAN
Title: COO

"Merger Sub"

HWC Acquisition, Inc.

By: Susan Harman
Name: SUSAN HARMAN
Title: CEO

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