

Form PTO-1594  
(Rev. 03/01)

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
INTELLINEX INC.  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached  Yes  No

2. Name and address of receiving party(ies):  
Name: INTELLINEX LLC  
Address: 5 Times Square, 36<sup>th</sup> Floor  
New York, New York 10036  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware limited liability company

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: December 26, 2000

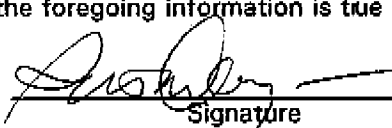
If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & addresses attached?  
 Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s).  
2,071,742  
Additional Numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Patrick Boisson  
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.  
Street Address: 866 United Nations Plaza  
City: New York State: NY Zip: 10017  
Tel: (212) 813-5900 • Fax : (212) 813-5901

6. Total number of applications and registration involved:.....1  
7. Total fee (37 CFR 3.41) ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
23-0825 - Docket No. ITLX-0305032  
(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.  
Susan Upton Douglass  June 17, 2003  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: \_\_\_\_\_

*Anderson Soft-Teach Acknowledgement*

**ACKNOWLEDGEMENT**

This Acknowledgement is executed and delivered by Anderson Soft-Teach, a California corporation ("Anderson"), with reference to the following facts:

A. Anderson was a wholly-owned subsidiary of Teach.com, Inc., an Illinois corporation ("Teach").

B. Teach merged with and into Intellinex Inc., a Delaware corporation ("Intellinex"), pursuant to which merger Intellinex acquired all of Teach's assets, including all the shares of capital stock of Anderson, and assumed all of Teach's liabilities.

C. Following the merger of Teach with and into Intellinex, Anderson merged with and into Intellinex (the "Merger"), pursuant to which merger Intellinex acquired all of Anderson's assets (the "Assets") and assumed all of Anderson's liabilities (the "Liabilities").

D. Intellinex has transferred all of the assets of Teach and its wholly-owned subsidiaries, including Anderson, to Intellinex LLC, a Delaware limited liability company ("Intellinex LLC"), and Intellinex LLC has assumed all of the liabilities of Teach and its wholly-owned subsidiaries, including Anderson.


1. Acknowledgement. Anderson acknowledges and confirms that, pursuant to the Merger, the Assets, including, without limitation, those set forth on Exhibit A attached hereto, were transferred to Intellinex and the Liabilities were assumed by Intellinex.

2. Further Assurances. For purposes of executing such further instruments, documents and agreements and to give such further written assurances as may be necessary to reflect and confirm the transfer of the Assets and the assumption of the Liabilities, any officer of Intellinex LLC authorized to execute documents on its behalf shall be an authorized signatory of Anderson.

3. Reliance. Anderson acknowledges and agrees that Intellinex and Intellinex LLC shall be entitled to rely on the provisions of Sections 1 and 2 above.

Dated to be effective as of December 26, 2000.

**Anderson Soft-Teach**

  
By: Elizabeth Tomaszewicz  
Its: President

**TRADEMARK**  
**REEL: 002670 FRAME: 0697**

EXHIBIT A

Trademarks

Smartertrainer  
Teach.com  
SmartCourseware  
SmartLicense  
Soft-Teach  
Anderson Soft Teach  
SmartClassroom  
SmartTrainer  
Smart Class