

Form PTO-1564
08/31/92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):
SYLVAN LEARNING SYSTEMS, INC.

**1001 FLEET STREET
 BALTIMORE, MARYLAND 21202**

 Limited Liability Company
 Individual(s)
 Corporation – MARYLAND
 Other

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

2. Name and address of receiving party(ies):
SYLVAN LEARNING, INC.

**1001 FLEET STREET
 BALTIMORE, MARYLAND 21202**

 Limited Liability Company
 Individual(s)
 Public Limited Liability Company
 Corporation – DELAWARE

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 names(s) & address(es) attached?
 Yes No

3. Nature of conveyance:
 Change of Name
 Security Agreement
 Assignment
 Merger

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

76/167,587	76/078,467
76/135,351	76/282,116
75/981,802	76/149,634
76/096,586	76/471,267
76/471,250	76/471,140
76/471,294	76/471,268

B. Trademark registration No.(s):

2,221,236	2,377,243	1,331,327
2,382,813	2,487,732	1,532,383
1,410,891	1,330,154	1,786,045
1,303,186	2,587,735	2,156,097
2,572,252	1,812,607	2,113,260
2,714,425	1,906,024	2,553,024
2,503,489	2,616,897	2,134,672
1,835,776	2,638,273	2,548,111
2,628,760	2,434,744	2,415,383
2,716,440		

Additional numbers attached? Yes No


5. Name and Address of party for correspondence to be mailed:
 Name: **Mark B. Harrison, Esq.**
 Internal Address: **VENABLE**
 Street Address: **P.O. Box 34385
 Washington, D.C. 20043**

6. Total number of applications involved: **40**

7. Total fee (37 CFR 3.41) **\$1,015.00**
 Authorization is granted to deduct the above-referenced fee from our Deposit Account.

8. Deposit account number: **22-0261**
 (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.
Mark B. Harrison, Esq.  **July 29, 2003**
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

CH \$1015.00 220261 76167587

A S S I G N M E N T

WHEREAS, Sylvan Learning Systems, Inc. a corporation duly organized and existing under the laws of Maryland, and having offices and principal place of business at 1001 Fleet Street, Baltimore, Maryland 21202 (hereinafter "Assignor"), is the owner of the United States Trademark Registrations and Applications shown on Schedule "A" attached hereto, and of the trademarks shown in said registrations and applications, and of the goodwill of the business symbolized by said marks;

AND WHEREAS, Sylvan Learning, Inc., a corporation duly organized and existing under the laws of Delaware, and having offices and a principal place of business at 1001 Fleet Street, Baltimore, Maryland 21202 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the said United States Trademark Registrations and Applications, and the trademarks shown in said registrations and applications, the goodwill of the business symbolized by said marks, and the right to conduct business in the United States under the marks;

AND WHEREAS, the Assignee is the successor of that portion of the Assignor's business to which the marks pertain;


NOW THEREFORE, for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the said Assignee the entire right, title and interest in and to the said United States Trademark Registrations and Applications, and the trademarks shown in the said registrations and applications, together with the goodwill of the business symbolized by said marks, the right to sue for past infringement, and the right of Assignor to conduct business under said trademarks.

Done, this 30th day of June, 2003.

ASSIGNOR

Sylvan Learning Systems, Inc.



By:


Sean R. Creamer
Senior Vice President and Chief
Financial Officer

ASSIGNEE

Sylvan Learning, Inc.

By:



Vice President

SCHEDULE "A"

TRADEMARK	STATUS	REG. NO./ APP. NO.	OWNER/ASSIGNEE
DISCOVER...EXPLORE... INVENT!	Registered	2,221,236	Sylvan Learning Systems, Inc.
DESIGN ONLY	Registered	1,331,327	Sylvan Learning Systems, Inc.
DESIGN ONLY	Registered	2,487,732	Sylvan Learning Systems, Inc.
SYLVAN	Registered	1,410,891	Sylvan Learning Systems, Inc.
SYLVAN LEARNING SYSTEMS	Registered	1,786,045	Sylvan Learning Systems, Inc.
SYLVAN VENTURES	Registered	2,587,735	Sylvan Learning Systems, Inc.
ADVANCED YOUTH SCHOLAR PROGRAM	Registered	2,572,252	Sylvan Learning Systems, Inc.
BETTER GRADES ARE JUST THE BEGINNING	Registered	2,113,260	Sylvan Learning Systems, Inc.
IVY WEST	Registered	1,906,024	Sylvan Learning Systems, Inc.
SUCCESS IS LEARNED	Registered	2,503,489	Sylvan Learning Systems, Inc.
SUCCESSFUL STUDENT	Registered	2,134,672	Sylvan Learning Systems, Inc.
SYLVAN AT COLLEGE	Registered	2,377,243	Sylvan Learning Systems, Inc.
SYLVAN AT SCHOOL	Registered	2,382,813	Sylvan Learning Systems, Inc.
SYLVAN CLEAR WRITING	Registered	1,532,383	Sylvan Learning Systems, Inc.
SYLVAN LEARNING CENTER	Registered	1,330,154	Sylvan Learning Systems, Inc.
SYLVAN LEARNING CENTER AND DESIGN	Registered	1,303,186	Sylvan Learning Systems, Inc.
SYLVAN SKILLS ASSESSMENT	Registered	2,156,097	Sylvan Learning Systems, Inc.
SYLVAN STUDY POWER	Renewed	1,812,607	Sylvan Learning Systems, Inc.
LEARNING FEELS GOOD	Registered	2,714,425	Sylvan Learning Systems, Inc.
BOOK ADVENTURE	Registered	2,553,024	Sylvan Learning Systems, Inc.
DESIGN ONLY	Registered	2,616,897	Sylvan Learning Systems, Inc.

TRADEMARK	STATUS	REG. NO./ APP. NO.	OWNER/ASSIGNEE
SYLVAN AT WORK	Registered	1,835,776	Sylvan Learning Systems, Inc.
CAREER STARTERS	Registered	2,638,273	Sylvan Learning Systems, Inc.
ESYLVAN	Registered	2,548,111	Sylvan Learning Systems, Inc.
ESYLVAN.COM	Registered	2,628,760	Sylvan Learning Systems, Inc.
2PREP	Registered	2,434,744	Sylvan Learning Systems, Inc.
RAPIDASSESS	Registered	2,415,383	Sylvan Learning Systems, Inc.
SYLVAN ADVANTAGE	Registered	2,716,440	Sylvan Learning Systems, Inc.
SYLVAN VENTURES AND DESIGN	Pending	76/167,587	Sylvan Learning Systems, Inc.
LOG ON. LEARN	Pending	76/135,351	Sylvan Learning Systems, Inc.
LOG ON. LEARN	Pending	75/981,802	Sylvan Learning Systems, Inc.
SYLVAN LEARNING CENTERS	Pending	76/096,586	Sylvan Learning Systems, Inc.
ACHIEVEENGLISH	Pending	76/471,267	Sylvan Learning Systems, Inc.
ACHIEVEMATH	Pending	76/471,250	Sylvan Learning Systems, Inc.
ACHIEVEREADING	Pending	76/471,140	Sylvan Learning Systems, Inc.
EARLYLEARNERS	Pending	76/471,294	Sylvan Learning Systems, Inc.
SOLUTIONSPUS	Pending	76/471,268	Sylvan Learning Systems, Inc.
REX READER	Pending	76/078,467	Sylvan Learning Systems, Inc.
MATH ESSENTIALS	Pending	76/282,116	Sylvan Learning Systems, Inc.
JOHNNY READER LOGO	Pending	76/149,634	Sylvan Learning Systems, Inc.