

07-21-2003



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TRADEMARK

FINANCE SECTION RECORDATION FORM COVER SHEET
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7.12.03

To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

New Assignment License

Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignment

Document ID #

Correction of PTO Error Merger Change of Name

Reel # Frame # Effective Date
Month Day Year

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Reel # Frame #

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

302 888 6960

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2044730"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to the deposit account are authorized, as indicated herein.

ANN DIERSING

Name of Person Signing

Ann Diersing
Signature

July 15, 2003
Date Signed

EXHIBIT "E"

ASSIGNMENT OF TRADEMARKS

WHEREAS, Iprax Corporation, a Massachusetts corporation, whose principal place of business is located at 5 Forbes Road, Lexington, MA 02421 ("Iprax"), is the owner of the entire right, title, and interest in and to the trademark, any and all worldwide common law rights in the trademark CourseWorks, and its registration in the United States Patent and Trademark Office, Registration No. 2,044,730 on March 11, 1997 (the "Trademark");

WHEREAS, The Marcom Group, LTD, a Delaware corporation whose principal place of business is located at 20 Creek Parkway, Boothwyn, PA 19061 ("Marcom"), desires to acquire the entire right, title, and interest in and to said Trademark, any and all worldwide common law rights in the Trademark and its registration, together with the goodwill of the business symbolized by said Trademark;

WHEREAS, Marcom is acquiring a portion of the assets of the business to which the Trademark pertains, as required by 15 U.S.C. § 1060; and

WHEREAS, under the Software Purchase Agreement dated March 23, 2000 Marcom and Iprax have provided for the transfer by Iprax of said Trademark and the registration, and any and all worldwide common law rights in the Trademark, together with the goodwill of the business symbolized by said Trademark to Marcom.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Iprax does hereby assign unto Marcom the entire worldwide right, title, and interest in and to said Trademark, any and all worldwide common law rights in the Trademark and the registration thereof identified as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060, together with the goodwill of the business symbolized by

said Trademark, the same to be held and enjoyed by the same Marcom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Iprax if this assignment had not been made, together with all claims for damages and reason of past infringement of said Trademarks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND, Iprax hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

AND, Iprax hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the Trademark and registrations thereof before the proper office or agency.

AND, Iprax agrees that the Commissioner of Patents and Trademarks is hereby authorized to deliver to its attorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, Iprax has executed this document and affixed its corporate seal by the hand of its duly authorized officer as of the 31st day of March, 2000.

IPRAX CORPORATION

By: *Kenneth A. H. Soley*

Name: *Kenneth A. H. Soley*

Title: *Acting President*

STATE OF Massachusetts)
) SS
COUNTY OF _____)

On this 31st day of March, 2000, before me, a Notary Public in and for the State of Massachusetts, duly commissioned and sworn, personally appeared Kenneth A. Hurley of Iprax Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purpose therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the day and year above written.

Claire M. Martin
(Signature of Notary)

CLAIRE M. MARTIN
(Print or Stamp Name of Notary)

Claire M. Martin
NOTARY PUBLIC
My Commission Expires Dec. 18, 2003
Claire M. Martin (NOTARY PUBLIC in and for the State of MA.)
My commission Expires: _____ residing at 24 Main St. #13