

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Fund for Pennsylvania		12/29/2003	Nonprofit corporation: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	GreenTreks Network, Inc.
Street Address:	1420 Walnut Street
Internal Address:	Suite 1304
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	Nonprofit corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76420566	GREENTREKS

CORRESPONDENCE DATA	
Fax Number:	(215)981-4750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2159814194
Email:	kennedyp@pepperlaw.com
Correspondent Name:	Paul J. Kennedy
Address Line 1:	18th and Arch Streets
Address Line 2:	3000 Two Logan Square
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	127671.4 GREENTREKS
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NAME OF SUBMITTER:	Paul J. Kennedy
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Total Attachments: 5
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of December 29, 2003, between Environmental Fund for Pennsylvania ("EFP"), a Pennsylvania nonprofit corporation, and GreenTreks Network, Inc. ("GreenTreks"), a Pennsylvania nonprofit corporation. This Agreement will become effective as of the close of business on December 31, 2003 (the "Effective Date").

WHEREAS, subject to any necessary approval of the Orphans Court, Division of the Court of Common Pleas of Philadelphia ("Court Approval"), EFP will donate certain assets set forth on Schedule I of the Donation Agreement ("Donated Assets") by and between EFP and GreenTreks, dated the same date hereof (the "Donation Agreement"), to assist GreenTreks to carry out its mission and purposes which are, among others, to provide environmental education productions and services, in accordance with the terms of this Agreement; and

WHEREAS, pursuant to the Donation Agreement, EFP would execute and deliver such further instruments of conveyance, sale, transfer and assignment, and take such other action as GreenTreks may request to convey, transfer and assign to GreenTreks any of the said Donated Assets, to confirm the title of GreenTreks to the Donated Assets and to assist GreenTreks in exercising rights with respect to the Donated Assets.

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual promises and covenants contained herein, EFP and GreenTreks agree as follows:

1. Assignment and Transfer. Subject to Court Approval of the Donation Agreement, EFP hereby assigns, conveys, transfers and delivers to GreenTreks:

a. of all of EFP's right, title and interest in (including copyrights, goodwill and other intellectual property rights and including any continuation, extension or renewal rights), to and under (i) all Greenworks television productions set forth on Schedule A; (ii) all Greenworks media resource productions and other items set forth on Schedule B; and (iii) all video productions and stock footage set forth on Schedule C (all items set forth on Schedules A, B and C are collectively referred to as the "Assigned Productions"), including, without limitation, (a) all content therein, and, in each case, as applicable, all individual episodes, articles, storylines, music, prints, design, style, artwork and titles thereof, and any marketing or promotional materials or other literature used in connection therewith; (b) any and all physical materials embodying the Assigned Productions and components thereof; (c) the right to produce or authorize any person to produce additional episodes or productions utilizing or based on the Assigned Productions or components thereof and (d) including the right to sue for past, present or future infringement or violation thereof;

b. of all of EFP's right, title and interest in, to and under all inventions and confidential and proprietary information agreements signed by employees of EFP (the "Assigned Agreements"); and

c. for GreenTreks' sole and exclusive use and enjoyment, all of EFP's right, title and interest in, to and under (i) the registered trademark and common law trademarks listed on

Exhibit D hereto (“Trademarks”), together with the goodwill associated therewith; (ii) any and all copyrights, in their entirety, held by EFP, as of the Effective Date, whether registered or unregistered, including all registrations and all pending applications for registration thereof, including, without limitation, any and all copyrights in and to the Assigned Productions and components thereof and the materials used therein; (iii) any and all domain names and uniform resource locators (“URLs”) connected to the Assigned Productions that are held by EFP, as of the Effective Date, and the goodwill related thereto, and all registrations of, and applications for, the domain names and URLs, as of the Effective Date, including any renewals and extensions of the registrations with respect to such domain names and URLs, any and all rights and privileges EFP may have under the laws of the United States, the individual states thereof and jurisdictions foreign thereto, whether now or hereafter in effect, with respect to the domain names and URLs; and (iv) any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interest therein under the laws of any jurisdiction (the items set forth in this subsection (c) are referred to as the “Assigned Intellectual Property” and referred to collectively with the Assigned Productions and Assigned Agreements as the “Assigned Assets”).

2. EFP’s Representations. EFP represents and warrants to GreenTreks that EFP (i) has full power and authority to enter into this Agreement; (ii) is a Pennsylvania nonprofit corporation; and (iii) has been determined to be and is exempt from federal income taxes under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code.

3. Warranties

a. EFP represents and warrants that EFP has not previously assigned, licensed or otherwise transferred any rights in the Assigned Productions to any other party;

b. EFP agrees that, if applicable, it will reasonably assist GreenTreks in acquiring and maintaining copyright protection upon, and confirming GreenTreks’ title to, the Assigned Productions, at EFP’s expense;

c. EFP hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record GreenTreks as the owner of the copyrights in and to the Assigned Productions and/or to issue in the name of GreenTreks all registrations of copyrights in and to the Assigned Productions, in accordance with this Agreement; and

d. EFP hereby authorizes and requests the United States Patent and Trademark Office and, as applicable, the corresponding officials of all foreign countries, to record GreenTreks as the owner of the Trademark, in accordance with this Agreement.

4. GreenTreks’ Representations. GreenTreks represents and warrants to EFP that GreenTreks (i) has full power and authority to enter into this Agreement; (ii) is a Pennsylvania nonprofit corporation; and (iii) has been determined to be and is exempt from federal income taxes under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code.

5. Further Assurances. EFP covenants and agrees that it shall execute, to the extent applicable and necessary, and shall deliver to, Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by GreenTreks, in order to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated in this hereby.

6. Waiver. EFP covenants and agrees to waive any and all ownership rights in, to and under the Assigned Assets and any all current and future royalties, commissions, fees or other compensation thereof. EFP further covenants and agrees to waive any and all rights to sue GreenTreks under this Agreement or the Donation Agreement, or in connection with the Assigned Assets.

7. Assignment. This Agreement may not be assigned by EFP without the express written consent of the GreenTreks. Any assignment contrary to this Section 7 shall be void and invalid.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

9. Successors and Assigns. This Agreement and all the provisions hereunder shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

11. Severability. If any of the provisions of this Agreement shall be construed to be illegal or invalid, such construction shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions hereof shall be deemed stricken and deleted herefrom to the same extent as if never incorporated herein, but all other provisions hereof shall remain in full force and effect.

12. Captions. The captions of various of the provisions of this Agreement are inserted for convenience only, and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

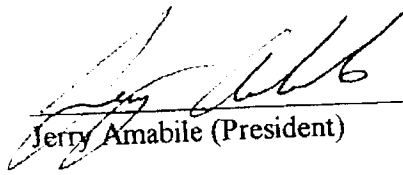
13. No Third Party Beneficiaries. It is the intention of the parties to this Agreement that no third parties shall have the benefit of or any rights under any of the provisions hereof.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures reflected herein as the signatories. Signature by facsimile shall bind the party thereto.

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In witness whereof the parties hereto have signed this Assignment Agreement as of the day and year first above written.

Environmental Fund for Pennsylvania



Jerry Amabile (President)

GreenTreks Network, Inc



Timothy Schitzer
President/Executive Director

SCHEDULE D
Trademarks

“GreenTreks”, U.S. Reg. No. 76420566

The following is a list of common law trademarks:

Greenworks
Woodchuck Café
Watershed Weekly
Watersheds
Rough Terrain
Water we Share
Planet PA
Greenworks Radio
Earth Tones
Watershed Minutes
Watershed Heroes
Between the Cattails
In the Flow
Trail Mix