

9/2/03

REF
TF

09-04-2003



Docket No.:

CHEE-0009

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To the Director of the United States Patent and Tr.

102541264

original documents or copy thereof.

1. Name of conveying party(ies):

Cheetah Learning LLC
47 Manning Lane
East Hartford, Connecticut 06118

- Individual(s)
- General Partnership
- Corporation-State **Connecticut**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **July 17, 2003**

2. Name and address of receiving party(ies):

Name: **Cheetah Holdings, Inc.**

Internal Address:

Street Address: **502 N. Division Street**

City: **Carson City** State: **NV** ZIP: **89703**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Nevada**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,570,749

Additional numbers

Yes No

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

Name: **John W. LaBatt**

Internal Address:

Street Address: **Hoffman, Warnick & D'Alessandro LLC**

Three E-Comm Square

City: **Albany** State: **NY** ZIP: **12207**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **340.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500999

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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.

John W. LaBatt

Name of Person Signing

Signature

August 28, 2003

Date

Total number of pages including cover sheet, attachments, and

2

ASSIGNMENT

This Agreement, by and between Cheetah Learning LLC, a Connecticut Limited Liability Company ("Assignor") and Cheetah Holdings, Inc., a Nevada Corporation ("Assignee"), is made effective on the date executed below.

WHEREAS, Assignor has adopted, owns, and is using the mark CHEETAH LEARNING ("Mark") in commerce in the United States and other countries in connection with business management consulting ("Services") and/or printed matter and books ("Goods"); and

WHEREAS, Assignor owns U.S. Trademark Reg. No. 2,570,749 for the Mark used in connection with the above-stated Services; and

WHEREAS, Assignor has applied to register the Mark with the Registrar of Trade-marks in Canada in connection with the above-stated Services, Serial No. 1,150,274 filed on August 20, 2002; and

WHEREAS, Assignor has applied to register the Mark with the Office of the Trade Marks Registry in India in connection with the above-stated Goods, Application No. 1180692 filed on March 5, 2003; and

WHEREAS, Assignee desires to acquire all of Assignor's worldwide statutory and common law rights to the Mark, registrations of the Mark, and applications to register the Mark together with the goodwill of the business symbolized by the Mark;

NOW THEREFORE, for one U.S. dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of its worldwide rights, title, and interest in and to the Mark, including all registrations of the Mark, applications to register the Mark, and all common law rights to the Mark, together with the goodwill of the business in which the mark is used, or that part of the goodwill of the business connected with the use of and symbolized by the Mark.

FURTHER, Assignor covenants and agrees that, to the best of its knowledge and belief, Assignor has the full right to convey the entire interest herein assigned and that it has not executed any agreement in conflict herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as follows:

Assignor:

Assignee:

Cheetah Learning LLC

Cheetah Holdings, Inc.

By: *Michelle LaBrosse*
Michelle LaBrosse, President

By: *Michelle LaBrosse*
Michelle LaBrosse, President

Date: July 17, 2003

Date: July 17, 2003