

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 parties:

Edward T. Scully

- Limited Liability Company
- Individual(s)
- Corporation
- Other

Additional name(s) of conveying party(ies) attached?

Yes No

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

**Sylvan Learning Systems, Inc.
1001 Fleet Street
Baltimore, Maryland 21202**

- Limited Liability Company
- Individual(s)
- Public Limited Liability Company
- Corporation - Maryland

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

Execution Date: March 29, 2004

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

1,508,958

Additional numbers attached? Yes No

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

Name: **Mark B. Harrison, Esq.**
Internal Address: **Venable LLP**
Street Address: **P.O. Box 34385
Washington, D.C. 20043**

6. Total number of applications involved: 1

7. Total fee (37 CFR 3.41) **\$40.00**

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)

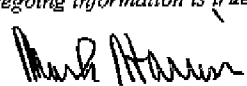
DO NOT USE THIS SPACE

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.

Name of Person Signing


Signature

Date

Total number of pages comprising cover sheet: **1**

TRADEMARK

REEL: 002824 FRAME: 0439

CH \$40.00 220261 1508958

**EXHIBIT A
ASSIGNMENT**

WHEREAS, Edward T. Scully, a U.S. citizen with his address at 1972 River Inn Lane, Charlottesville, VA 22901 (hereinafter "Assignor"), is the owner of the United States Trademark Registration shown on Schedule "A" attached hereto (the "Mark"), and of the trademark shown in said registrations, and of the goodwill of the business symbolized by said mark;

AND WHEREAS, Sylvan Learning Systems, Inc., a Maryland corporation, with offices 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 Registration, and the trademark shown in said registration, the goodwill of the business symbolized by said mark, and the right to conduct business in the United States under the mark;

NOW THEREFORE, for Sixty Thousand Dollars (\$60,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor does hereby assign, sell and transfer unto the said Assignee his entire right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, the right to sue for past infringement, and the right of Assignor to conduct business under the Mark.

Assignor warrants that he is the sole legal owner of the Mark, that the Mark is not licensed, pledged, assigned, or otherwise encumbered, that Assignor has secured the release of any security interests that may have been granted in the Mark, and that neither the Mark nor this Assignment knowingly infringes on the rights of any person. Assignor makes no other warranties except as specifically set forth above.

Assignee agrees to provide Assignor with the right and license to continue his use of the Mark in connection with the goods and services shown in said United States Trademark Registration, pursuant to the Trademark License Agreement executed jointly herewith, and agrees that this obligation shall be included in any subsequent assignment from Assignee. The Assignor agrees that his use of the Mark under such license shall inure to the benefit of the Assignee and any subsequent Assignee. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated: March 29, 2004

By: Edward T. Scully
Edward T. Scully
Assignor

Sylvan. (Assignee)

Dated:

By: _____
Name: _____
Title: _____

**EXHIBIT A
ASSIGNMENT**

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AND WHEREAS, Sylvan Learning Systems, Inc., a Maryland corporation, with offices 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 Registration, and the trademark shown in said registration, the goodwill of the business symbolized by said mark, and the right to conduct business in the United States under the mark;

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Dated:

By: _____
Edward T. Scully
Assignor

Sylvan. (Assignee)

Dated:

3.30.04

By: _____
Name: John K. Hsey
Title: SVP, Corporate Operations

SCHEDULE A

U.S. Trademark Registration No. 1,508,958 issued October 18, 1988 for the mark LAUREATE

