

10-01-2003

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RE



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Foundation for Human Development, Inc.

9.29.03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (MD), Other

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: Consumer Education Services, Inc.

Internal Address:

Street Address: 3035 Boone Trail Extension, Suite M

City: Fayetteville State: NC Zip: 28304

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State North Carolina, Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2326835

Additional number(s) attached Yes No

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

Name: John R. Glassburn III, Esq.

Internal Address:

Street Address: Ober, Kaler, Grimes & Shriver, P.C.

120 E. Baltimore Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

40.00 UP

Dwight A. Bullitt Name of Person Signing

[Signature] Signature

9/19/03 Date

Total number of pages including cover sheet, attachments, and document:

3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

AGREEMENT

THIS AGREEMENT is made this 1 st day of November 2001, by and between the Foundation for Human Development, a Maryland Corporation, ("Foundation") and Consumer Education Services, Inc., a North Carolina Corporation ("CESI"). The Foundation is a non-profit, non-stock corporation organized pursuant to Maryland law. It has no stockholders but is comprised of one member, CESI.

1. The Foundation does business under the name of Clarion Credit Management ("Clarion"). Clarion performs credit counseling and debt consolidation services for members of the public.

2. CESI operates as a credit counseling agency. The Foundation wishes to sell and CESI seeks to buy certain assets owned by the Foundation. As a result of this acquisition, CESI and the Foundation will become two independent companies with CESI resigning from its membership in the Foundation. In return for the receipt of certain assets of the Foundation, CESI shall pay the Foundation ninety percent (90%) of the gross revenue of Clarion or \$85,000.00 per month, whichever is greater for ten years from the date of this Agreement.

WHEREFORE, it is agreed by the parties as follows:

1. CESI agrees to purchase and the Foundation agrees to sell and assign:

a. The current Clarion client list, Clarion client information, Clarion client accounts and all revenue generated by these lists, accounts and information owned by the Foundation;

b. All new Clarion clients including but not limited to those pursuant to the Settlement Agreement dated May 10, 2000 by and between the Foundation and Amerix Corporation;

c. All names, trademarks, trade names, copyrights, and rights to use the Clarion name, including goodwill; and

d. All operational bank accounts in Clarion Credit Management's name at Wachovia Bank, formerly First Union Bank, as follows:

Client Lockbox:	2000002968151
Creditor Lockbox:	2000002968148
RPS Transmittal:	2000003602584
Controlled Disbursement:	2079900057713
FU Checking:	2000006124894
FU Trust Acct:	8076000743
Earnings Trust:	8076000592

2. In return for these assets, the receipt of which is acknowledged by CESI, CESI agrees to pay the Foundation, the following sums of money at the following rates:

a. Ninety percent (90%) of the gross revenue or \$85,000.00, whichever is greater, for a period of ten years from the date of this Agreement. All payments by CESI shall be made to the offices of The Foundation for Human Development located at #203 10440 Little Patuxent Parkway, Suite 300, Columbia, MD 21044-3561.

Witness:

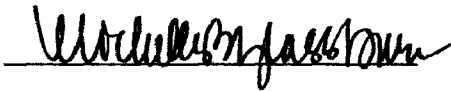


Seller



Dwight Burrill, President
The Foundation for Human
Development, Inc.

Witness:



Buyer



Dayang Chen, CEO
Consumer Education Services, Inc.