

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manchester, Inc.		12/01/2003	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RMC of Illinois, Inc.
<b>Street Address:</b>	1818 Market Street
<b>Internal Address:</b>	33rd Floor
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103-3614
<b>Entity Type:</b>	CORPORATION: ILLINOIS

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	76533180	FASTRAK
Serial Number:	76533150	FASTRAK

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)427-6663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(312) 427-1300
<b>Email:</b>	CHIUSTM@LADAS.NET
<b>Correspondent Name:</b>	Ladas & Parry
<b>Address Line 1:</b>	224 South Michigan Avenue
<b>Address Line 2:</b>	Suite 1200
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Dermot J. Horgan
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<b>Total Attachments: 1</b> source=SFX226#page1.tif
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CH \$65.00 76533180

## ASSIGNMENT OF TRADEMARKS

Whereas Manchester, Inc., a Pennsylvania corporation, hereinafter Assignor, is the exclusive owner of all rights, title and interest in the following marks:

**CAREER FASTRAK**, filed with the United States Patent and Trademark Office on February 25, 2003, serial number 76/494,676;

**FASTRAK**, filed with the United States Patent and Trademark Office on July 28, 2003, serial number 76/533,180;


**FASTRAK**, filed with the United States Patent and Trademark Office on July 28, 2003, serial number 76/533,150;

Whereas RMC of Illinois, Inc., hereinafter Assignee, is desirous of acquiring said marks and the registrations thereof;

Now therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest in and to such marks, together with the goodwill of the business symbolized by the marks and the registrations resulting from the above identified applications along with the right to recover for damages and profits for past infringements thereof.

At Assignee's expense, Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title, and interest in and to the marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Manchester, Inc.

  
Gregory D. Holland,  
Vice President and Secretary