

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|

| | |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

| | | | |
|----------------------|----------|----------------|--------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Neosci Corporation | | 06/09/2004 | CORPORATION: |

| | |
|----------------------|----------------------------|
| RECEIVING PARTY DATA | |
| Name: | Delta Education, LLC |
| Street Address: | 80 Northwest Boulevard |
| City: | Nashua |
| State/Country: | NEW HAMPSHIRE |
| Postal Code: | 03063 |
| Entity Type: | limited liability company: |

| PROPERTY NUMBERS Total: 5 | | |
|---------------------------|---------|--------------|
| Property Type | Number | Word Mark |
| Registration Number: | 2558524 | NEO SCI |
| Registration Number: | 2552466 | NEO/BLOOD |
| Registration Number: | 2451571 | NEO/RESOURCE |
| Registration Number: | 2460125 | NEO/LAB |
| Registration Number: | 2451570 | NEO/SLIDE |

| | |
|--|---------------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (212)754-0330 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | jwertzberger@golenbock.com |
| Correspondent Name: | Golenbock Eiseman Assor Bell & Peskoe |
| Address Line 1: | 437 Madison Avenue |
| Address Line 2: | Attn: Joseph Wertzberger |
| Address Line 4: | New York, NEW YORK 10022 |

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Joseph Wertzberger |
|--------------------|--------------------|

Total Attachments: 3
 source=Assignment3#page1.tif

OP \$140.00 2558524

source=Assignment3#page2.tif
source=Assignment3#page3.tif

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Neosci Corporation, a New York corporation (“Assignor”), for good and valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby irrevocably assign, transfer and convey, free from all restrictions and limitations, unto Delta Education, LLC, a Delaware limited liability company (“Assignee”), its successors and assigns, the entire right, title and interest in and to all of its trademarks, service marks and trade names, together with the goodwill attendant thereto and/or symbolized by such trademarks, service marks and trade names, including but not limited to all of the trademarks, service marks and trade names registered, or the subject of an application for registration, in the United States Patent and Trademark Office, as listed on Schedule A annexed hereto, together with any and all renewals and extensions thereof, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks, service marks and trade names, or of any proprietary or other rights in any or all such trademarks, service marks and trade names.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, execute each other instrument of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument. Without limiting the foregoing, in the event that Assignor shall have filed one or more trademark applications on or before the date hereof, and such application or applications is not listed on Schedule A hereto, Assignee shall be entitled to amend Schedule A hereto to include any such application or, if applicable, the trademark registration in respect of such application, for the purpose of effectuating the registration of the assignment of trademarks from Assignor to Assignee, as contemplated by this Assignment.

[SIGNATURE ON FOLLOWING PAGE]

Schedule A

List of Assigned Trademarks Service Marks and Trade Names

| <u>Mark</u> | <u>Reg. Number</u> | <u>Reg. Date</u> | <u>Class</u> |
|--------------|--------------------|------------------|--------------|
| NEO/BLOOD | R2552466 | March 26, 2002 | Intl. Cl. 5 |
| NEO/LAB | R2460125 | June 12, 2001 | Intl. Cl. 9 |
| NEO/RESOURCE | R2451571 | May 15, 2001 | Intl. Cl. 9 |
| NEO/SLIDE | R2451570 | May 15, 2001 | Intl. Cl. 9 |
| NEO SCI | R2558524 | April 9, 2002 | Intl. Cl. 35 |