

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
Leading Learning Inc		01/02/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	My Learning Plan Inc.		
Street Address:	3500 Sunrise Highway		
Internal Address:	T200		
City:	Great River		
State/Country:	NEW YORK		
Postal Code:	11739		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2797700	MY LEARNING PLAN	
Registration Number:	2788923	MYLEARNINGPLAN.COM	
Registration Number:	2775893	MYLEARNINGPLAN.COM	
Registration Number:	2775895	MYLEARNINGPLAN	
CORRESPONDENCE DATA			
Fax Number:	(631)859-9780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	631-859-9770 ext 108		
Email:	accounting@mylearningplan.com		
Correspondent Name:	Betty Marmolejo		
Address Line 1:	3500 Sunrise Highway		
Address Line 2:	Suite T200		
Address Line 4:	Great River, NEW YORK 11739		
NAME OF SUBMITTER:	Betty Marmolejo		

OP \$115.00 2797700

Signature:

/Betty Marmolejo/

Date:

01/11/2005

Total Attachments: 4

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LEADING LEARNING, INC.
ASSIGNMENT AGREEMENT

STATE OF NEW YORK)
 SS:
 COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS THAT:

LEADING LEARNING, INC., a New York corporation ("Grantor"), as a distribution to its shareholders, does hereby convey, transfer, assign, and deliver unto Thomas P. Murphy ("Murphy") and Jennifer A. Walter ("Walter"), a seventy percent and thirty percent interest as tenants in common, respectively, in all of Grantor's rights, titles, and interests in and to all of the assets, properties, contracts, leases, of the Grantor, and agreements to which Grantor is a party, limited to the assets listed on Schedule I (the "Transferred Assets") attached hereto, excluding the assets on Schedule II attached hereto.

TO HAVE AND TO HOLD the Transferred Assets unto Murphy and Walter and their successors and assigns forever, and Grantor does hereby bind itself and its successors to warrant and forever defend the title to the Transferred Assets unto Murphy and Walter, in accordance with their interests, and their successors and assigns, against the claims and demands of all persons.

Grantor covenants and agrees, for the benefit of Murphy and Walter and their successors and assigns, without further consideration, and whenever and as often as required so to do by either of them, and/or and their successors and assigns, to execute and deliver such other instruments of conveyance, transfer, and assignment and take such other action as may be required more fully and effectively to transfer, assign, and convey to and vest in Murphy and

Walter and their successors and assigns, and to put them and their successors and assigns in actual possession and operating control of the Transferred Assets.

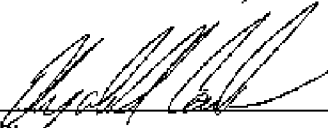
Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or to give to, any person, firm, corporation, or other entity other than the Grantor, Murphy and Walter, and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant, or condition hereof, and all the terms, covenants, conditions, promises, and agreements contained in this Assignment shall be for the sole and exclusive benefit of the Grantor, Murphy and Walter, and their respective successors and assigns.

The Grantor and Murphy and Walter agree that the fair market value of the Transferred Assets is \$648, 409, in the aggregate, and the transferred deferred revenues are \$661,240.

The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 2nd day of January, 2004.

LEADING LEARNING, INC.

By: 
Name: _____
Title: _____

Agreed and Accepted:


Thomas F. Murphy, Jr.

Jennifer A. Walter

SCHEDULE I**Transferred Assets**

Cash	\$ 150,000
Accounts Receivable	84,310
Inventory Assct	8,333
Deferred Licensing Costs	230
Prepaid expenses - Other	22,748
Computers	20,050
Furniture Fixtures	1,116
Machinery and Equipment	3,138
MLP Equipment	98,754
Accumulated Depreciation	(38,182)
Capitalized Software	297,912
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TOTAL ASSETS	\$ 648,409
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Pre-paid Online Courses	\$ 3,485
Prepaid Annual Svc. Contracts	627,501
Prepaid Services	29,847
Prepaid Online Bundle Licenses	407
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Total Deferred Revenues	\$ 661,240
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SCHEDULE II

Assets Not Transferred

1. Membership Interest in Devine Maritime, LLC
2. Installment Note Receivables