

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 | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Lexicon Marketing Operating Limited</td> <td></td> <td>02/23/2005</td> <td>International Business Company: BARBADOS</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | Lexicon Marketing Operating Limited | | 02/23/2005 | International Business Company: BARBADOS | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | |
| Lexicon Marketing Operating Limited | | 02/23/2005 | International Business Company: BARBADOS | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| Name: | Lexicon Marketing Operating Luxembourg S.A R.L. | | | | | | | | | | |
| Street Address: | 5, rue Guillaume | | | | | | | | | | |
| City: | Kroll | | | | | | | | | | |
| State/Country: | LUXEMBOURG | | | | | | | | | | |
| Postal Code: | L-1882 | | | | | | | | | | |
| Entity Type: | private limited liability company: LUXEMBOURG | | | | | | | | | | |
| PROPERTY NUMBERS Total: 22 | | | | | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | | | |
| Registration Number: | 2702330 | FIRST AMERICORP | | | | | | | | | |
| Registration Number: | 1657270 | INGLES SIN BARRERAS | | | | | | | | | |
| Registration Number: | 1627082 | INGLES SIN BARRERAS | | | | | | | | | |
| Registration Number: | 2205186 | INGLES SIN BARRERAS | | | | | | | | | |
| Registration Number: | 1767686 | LEXICON | | | | | | | | | |
| Registration Number: | 2235743 | LEXICON | | | | | | | | | |
| Registration Number: | 2788169 | STATE OF THE ART THE HISPANIC CALL CENTER | | | | | | | | | |
| Registration Number: | 2781323 | VIDEO TEACHER | | | | | | | | | |
| Serial Number: | 78415145 | CARRERAS SIN BARRERAS | | | | | | | | | |
| Serial Number: | 78415176 | COMPUTACION SIN BARRERAS | | | | | | | | | |
| Serial Number: | 78427489 | COMPUTADORAS SIN BARRERAS | | | | | | | | | |
| Serial Number: | 78438138 | CONOCIMIENTOS SIN BARRERAS | | | | | | | | | |
| Serial Number: | 78415167 | CREDITO SIN BARRERAS | | | | | | | | | |
| Serial Number: | 78415157 | CLUB SIN BARRERAS | | | | | | | | | |

CH \$565.00 2702330

900020303

TRADEMARK
REEL: 003034 FRAME: 0967

| | | |
|----------------|----------|-----------------------|
| Serial Number: | 76580666 | EL BAUL DE RAUL |
| Serial Number: | 78438145 | ISB ON LINE |
| Serial Number: | 78415279 | OLYMPIA |
| Serial Number: | 78410881 | OLYMPIA COOKWARE |
| Serial Number: | 78415150 | SALUD SIN BARRERAS |
| Serial Number: | 78469793 | VIVA SIN BARRERAS |
| Serial Number: | 78415175 | VIVIR SIN BARRERAS |
| Serial Number: | 78489087 | TRABAJOS SIN BARRERAS |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 819-8753
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Meredith Schorr c/o White & Case LLP
 Address Line 1: 1155 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Meredith Schorr |
| Signature: | /meredith schorr/ |
| Date: | 02/24/2005 |

Total Attachments: 4
 source=lexassnt#page1.tif
 source=lexassnt#page2.tif
 source=lexassnt#page3.tif
 source=lexassnt#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Trademark Assignment**"), effective as of December 29, 2004 (the "**Effective Date**"), is by and between Lexicon Marketing Operating Limited, a Barbados international business company ("**Assignor**") and Lexicon Marketing Operating Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register under number B.105.521 ("**Assignee**").

A. WHEREAS, Assignor presently owns or controls certain trademarks and trademark applications set forth in the attached Schedule A (the "**Properties**") and;

B. WHEREAS, in furtherance of the foregoing, Assignor desires to transfer, assign, convey, deliver and vest all of its interests and rights in the Properties for all countries, jurisdictions and political entities of the world, to and in Assignee.

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, legal representatives, assigns and nominees, Assignor's entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties and all income, royalties and damages now and hereafter due and/or payable to Assignor, for all countries, jurisdictions and political entities of the world, along with the right to sue for past, present and future infringements, in and to all the Properties, and corresponding counterpart foreign Trademark Rights with respect to which, and to the extent to which, Assignor now has or hereafter acquires the right to so assign, convey, transfer and deliver.

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue Trademark Rights or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY covenants and agrees that the Assignor has full right to convey the entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreement in conflict herewith.

AND THE ASSIGNOR HEREBY further covenants and agrees that the Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to the Assignor respecting the Properties, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the Assignee,

its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Trademark Assignment to be duly executed by its duly authorized officer on the date set forth below.

LEXICON MARKETING OPERATING LIMITED

By: [Signature]

Its: CFO

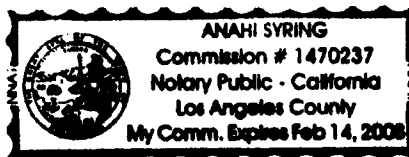
Date: 2/23/05

STATE OF California)
COUNTY OF Los Angeles) ss:

On this 23 day of February 2005 , before me the undersigned, a Notary Public for the state of California, personally appeared Brian Archibald, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Signature of Notary



NEW YORK 4699773 (2K)

TRADEMARK
REEL: 003034 FRAME: 0971

IN TESTIMONY WHEREOF, ASSIGNEE has caused this Trademark Assignment to be duly executed by its duly authorized officer on the date set forth below.

LEXICON MARKETING OPERATING LUXEMBOURG S.À R.L.

By: Frank Winstone

Its: _____

Date: 2/23/05

STATE OF Virginia)
COUNTY OF Albemarle) ss:

On this 23 day of February 2005 _____, before me the undersigned, a Notary Public for the State of Virginia, personally appeared Frank Winstone, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Steph L. Quinsey
Signature of Notary
My Commission Expires
January 31, 2007

NEW YORK 400770 (00)