

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Professional Training and Consulting, Inc.
3059 Peachtree Industrial Blvd.
Duluth, Ga. 30087

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Georgia
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ChildCare Education Institute, LLC

Internal

Address: Suite 100

Street Address: 3059 Peachtree Industrial Blvd.

City: Duluth

State: Georgia

Country: U.S.A. Zip: 30087

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Georgia limited liability company Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 6, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,651,623; 2,653,882

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Roselia F. Maitland

Internal Address: Sonnenschein Nath & Rosenthal LLP

Street Address: P. O. Box 061080

Wacker Drive Station - Sears Tower

City: Chicago

State: Illinois Zip: 60606-1080

Phone Number: 212-768-6700

Fax Number: 212-768-6800

Email Address: TRADEMARKS@SONNENSCH E I N.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 193140

Authorized User Name Roselia F. Maitland

9. Signature:

Roselia F. Maitland
Signature

March 10, 2005
Date

Roselia F. Maitland
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 193140 2651623

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") made as of the 6th day of March, 2005, by Professional Training & Consulting, Inc., a Georgia corporation ("Assignor"), to ChildCare Education Institute, LLC, a Georgia limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Agreement (defined below).

RECITALS

Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as the date hereof (the "Agreement") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets, including without limitation, the Intellectual Property. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of the Acquired Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of Assignor's registered and unregistered Intellectual Property, including, without limitation, its domestic and foreign trademarks, marks, copyrights, patents, patent applications, trade names, domain names, know-how, trade secrets, discoveries, inventions, conceptions and ideas for inventions, to the extent each of the foregoing exist, whether patentable or not (all of the foregoing being referred to herein as the "Transferred Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby agree to, and Assignee hereby accepts, the following:

1. Intellectual Property. The Assignor hereby grants, sells, conveys, transfers, assigns, bargains, delivers and relinquishes exclusively to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Transferred Intellectual Property, including, but not limited to, the items listed on Schedule A attached hereto, together with the goodwill of the Acquired Business associated therewith and that is symbolized thereby, all rights to sue, enjoin and recover damages for infringement of any Transferred Intellectual Property, whether arising prior or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Terms of the Agreement. The terms of the Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties,

covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

3. Amendments. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.

4. Assignment. This Assignment shall bind and inure to the benefit of Assignee and its respective successors, assigns, heirs and personal representatives. Assignor may not assign its obligations hereunder to any other person or entity.

5. Severability. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.

6. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by certified or registered mail, return receipt requested and with postage prepaid, to the address of such party set forth in the Agreement. Either party hereto may change the address to which the notices shall be sent by providing written notification thereof to the other party.

8. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Georgia without regard to the conflict of laws principles that would require application of any other law.

9. Further Actions and Documents. Each party shall cooperate and take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

PROFESSIONAL TRAINING & CONSULTING, INC.

By: Michael Betz
Name: Michael Betz
Title: President

[SEAL]

NOTARY PUBLIC, MY COMMISSION
EXPIRES AUGUST 24, 2006

State of)

) SS.:

County of)

On this day of March, 2005, before me, Rhonda, personally appeared Mike, Renee of PTC, 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.

Rhonda Canell
Notary Public

SCHEDULE A

Trademarks

Mark	Federal Registration Number
Design Only Pinnacle Logo	2651623
Pinnacle	2653882

Patent Application

Patent Application No. 09/829,830 for "Online Education System and Method"



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Facsimile Transmittal Sheet

DATE • March 10, 2005

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME •
FIRM • USPTO - ASSIGNMENT DIVISION - TRADEMARKS
PHONE • 1-703-308-9723
FAX • 1-703-306-5995
CLIENT / MATTER • 20065230-0001
FROM • R7M

TOTAL NUMBER OF PAGES TRANSMITTED, INCLUDING THIS SHEET: 6

MESSAGE • RE: ASSIGNMENT OF TRADEMARK REGISTRATIONS 2651623; 2653882
FROM PROFESSIONAL TRAINING AND CONSULTING, INC. TO
CHILDCARE EDUCATION INSTITUTE, INC.

Original will NOT be mailed

CONFIDENTIALITY NOTE

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