

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
PSI Associates, Inc.		01/01/2002	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	PSI Services III, Inc.		
Doing Business As:	DBA PSI Family Services, Inc.		
Street Address:	4600 East West Highway		
Internal Address:	Suite 900		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Non-Profit Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1589893	PSI	
Registration Number:	1361087	HELPING PEOPLE GROW	
CORRESPONDENCE DATA			
Fax Number:	(202)467-8900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8810		
Email:	cmamron@vssp.com, behogue@vssp.com		
Correspondent Name:	Cory M. Amron, Esquire		
Address Line 1:	1828 L Street		
Address Line 2:	11th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	Cory M. Amron		

CH \$65.00 1589893

Signature:

/cory m amron/

Date:

04/12/2005

Total Attachments: 2

source=psi#page1.tif

source=psi#page2.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 1 day of January, 2002 ("Effective Date") by PSI Associates, Inc., a District of Columbia corporation having its principal place of business at 4600 East West Highway, Suite 900, Bethesda, MD 20814 ("Assignor") to PSI Services III, Inc. d.b.a. PSI Family Services, Inc., a non-profit New Jersey corporation, having its principal place of business at 4600 East West Highway, Suite 900, Bethesda, MD 20814 ("Assignee").

WHEREAS, Assignor represents that it owns the United States registrations and common law marks listed on Schedule A annexed hereto ("Trademarks"), together with the goodwill of Assignor's business appertaining thereto;

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Trademarks, together with the goodwill of the business associated therewith and the registrations therefor, subject to the terms and conditions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby does assign, sell and transfer to Assignee, its successors, assigns and legal representatives, all its right, title and interest in and to the Trademarks and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks in Assignee, and to execute any additional documents necessary to record this Assignment with the United States Patent and Trademark Office.

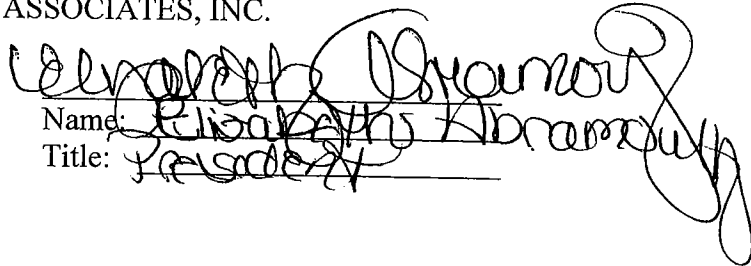
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

PSI ASSOCIATES, INC.

By:

Name:

Title:


Elizabeth Abramowitz
President

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PSI	1,589,893	4/3/90
HELPING PEOPLE GROW	1,361,087	9/17/85
HELPING PEOPLE KNOW	Common Law	Common Law
PSI E-COLLEGE	Common Law	Common Law