

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):

RVS Ventures, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other

Citizenship

Execution Date(s) March 1, 2005

Effective date -

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Government Interest Assignment
- Other

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No
Student Advantage, LLC

Street Address: 280 Summer Street

City: Boston

State: Massachusetts

Country: USA Zip: 02210

Association - Citizenship

General Partnership - Citizenship

Limited Partnership - Citizenship

Corporation

Other limited liability company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

4. Application number(s) or registration number(s):

A. Trademark Application No(s). 8

78299637	78411286	78299656
78406165	76627963	78413252
78429851	76036731	

B. Trademark Registration No(s). 2

2648005 2705861

Additional numbers attached? Yes No

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

Richard S. Eisert, Esq.
DAVIS & GILBERT LLP
1740 Broadway
New York, New York 10019

Tel: (212) 468-4800

Fax: (212) 468-4888

REisert@DGLaw.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 1.21(h) and 3.41) \$265.00

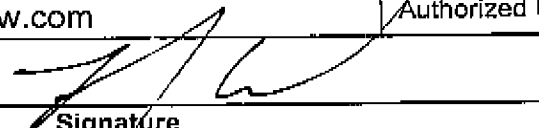
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 6581-9999)

8. Payment Information

Deposit Account No. 502293

Authorized User Name: Lore Traband

9. Signature.



Signature

Date 4/27/2005

Richard S. Eisert

Name of Person Signing

Total number of pages including cover sheet, and documents

TRADEMARK

5

CHI \$265.00 602293 78299637

TRADEMARK ASSIGNMENT

WHEREAS, RVS Ventures, Inc., a corporation organized and existing under the laws of the state of Delaware, with a business address of 280 Summer Street, Boston, Massachusetts 02210 (the "Assignor") is the owner of trademarks and service marks (the "Marks") and U.S. Patent and Trademark Office applications and registrations therefor as set forth on the attached Schedule "A", and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Marks to Student Advantage, LLC, a limited liability company, organized and existing under the laws of the State of Delaware, with a business address of 280 Summer Street, Boston, Massachusetts 02210 (the "Assignee"), together with the goodwill of the business symbolized by the Marks;

WHEREAS, the Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks and the goodwill of the business symbolized by the Marks and to become the successor to the portion of Assignor's business to which any Marks filed on the basis of intent-to-use apply, which business is ongoing and existing.

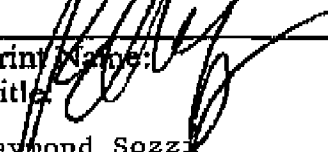
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, effective as of the date written below to Assignee, its successors, and assigns, its entire right, title and interest in and to the Marks; all registrations and applications which may have been or may be filed or issued in respect thereto and any renewals thereof, the goodwill of the business symbolized by the Marks and with respect to any trademark or service mark applications as listed on the attached Schedule "A" filed on the basis of Assignor's intent-to-use, the portion of the business of Assignor to which such Marks apply; all income, royalties, damages, and payments now or hereafter due or

payable in respect to the Marks and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

IN WITNESS WHEREFORE, this Trademark Assignment has been executed effective as of March 1, 2005.

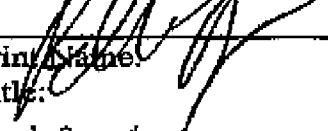
("Assignor")

RVS VENTURES, INC.

By 
Print Name:
Title:
Raymond Sozzi
President

("Assignee")

STUDENT ADVANTAGE, LLC

By: 
Print Name:
Title:
Raymond Sozzi
President

SCHEDULE "A"

<u>MARK:</u>	<u>REGISTRATION NO.:</u>	<u>REGISTRATION</u>
<u>DATE:</u>		
STUDENT ADVANTAGE SA and Design	2648005	11/12/2002
STUDENT ADVANTAGE	2705861	4/15/2003

<u>MARK:</u>	<u>APPLICATION NO.:</u>	<u>FILING DATE:</u>
UNIVERSITY ADVANTAGE	78/299637	9/12/2003
SA TechStore	78/411286	4/30/2004
COLLEGE ADVANTAGE	78/299656	9/12/2003
SAM	78/406165	4/22/2004
ALUMNI ADVANTAGE	76/627963	1/13/2005
COLLEGLATE ADVANTAGE	78/413252	5/5/2004
YOUR ADVANTAGE EVERYWHERE	78/429851	6/4/2004
COLLEGE ADVANTAGE	76/036731	4/28/2000