

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Topp, Inc. | | 08/31/2004 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | The Oxford Princeton Programme, Inc. | | |
| Street Address: | 116-230 Village Boulevard | | |
| City: | Princeton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08540 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2878201 | THE OXFORD PRINCETON PROGRAMME | |
| Registration Number: | 2638093 | PRINCETON ENERGY PROGRAMME | |
| Registration Number: | 2762150 | PRINCETONLIVE.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (215)981-4750 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2159814194 | | |
| Email: | kennedyp@pepperlaw.com | | |
| Correspondent Name: | Paul J. Kennedy | | |
| Address Line 1: | 18th and Arch Streets | | |
| Address Line 2: | 3000 Two Logan Square | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-2799 | | |
| NAME OF SUBMITTER: | Paul J. Kennedy | | |
| Signature: | /Paul J. Kennedy/ | | |

OP \$90.00 2878201

Date:

08/17/2005

Total Attachments: 3

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COMMUNITY TRADE MARK

THIS ASSIGNMENT is made this 31st day of August 2004

BETWEEN: TOPP INC., a corporation existing under the laws of Delaware, USA, of 888 Seventh Avenue, New York, New York 10106, USA ("the Assignor" which expressions shall include its successors and assignees)

AND

THE OXFORD PRINCETON PROGRAMME, INC., a corporation existing under the laws of the State of New Jersey, ("the Assignee" which expressions shall include its successors and assignees)

RECITALS :

- (A) The Assignor is the proprietor of the trade marks ("the Trade Marks") and the subject of the applications ("the Applications") details of which are set out in the Schedule hereto and form part of this assignment
- (B) The Assignor has agreed to assign all its right, title, interest and property in the Trade Marks and the Applications, together with all ancillary rights relating thereto to the Assignee upon the following terms

OPERATIVE PROVISIONS :

1. In consideration of the sum of \$1.00 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest and property in the Trade Marks and the Applications, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks and any copyright rights which may subsist in the Trade Marks, and any associated logo, and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the resulting registration and/or any rights in or relating to the Trade Marks whether committed before or after the date of this assignment, to the intent that the Trade Marks, the Applications and any registration resulting from the Applications shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Marks TO HOLD the same unto the Assignee absolutely.
2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at the relevant Trade Marks Registry.

3. The Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Marks may be invalidated.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
5. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

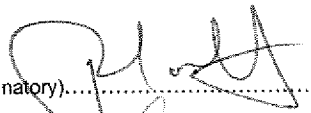

IN WITNESS whereof the parties have executed this document on the first date above written.

THE SCHEDULE

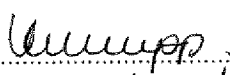

| <u>TRADE MARK</u> | <u>NUMBER</u> | <u>CLASSES</u> | <u>COUNTRY</u> |
|---|---------------|----------------|----------------|
| The Oxford Princeton Programme | | | |
| PrincetonLive.com | | | |
| Princeton Energy Programme | | | |
| The College of Petroleum and Energy Studies | | | |

SEE ATTACHED CHART

SIGNED, for and on behalf of)
 TOPP INC.)
 in the presence of:)

(Signatory)..........
) Name: C. Lippert Title: C.O.O.
 (Witness)..........

SIGNED, for and on behalf of)
 The Oxford Princeton Programme, Inc.)
 in the presence of:)

(Signatory)..........
) Name: C. Lippert Title: President
 (Witness)..........

TOPP INC.

U.S. FEDERAL AND FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

| <u>Mark</u> | <u>Country</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> |
|--------------------------------|--------------------|------------------------|--------------------|-----------------|------------------|---------------|
| THE OXFORD PRINCETON PROGRAMME | United States | | | 2,878,201 | 8/31/04 | Registered |
| PRINCETON ENERGY PROGRAMME | United States | | | 2,638,093 | 10/22/02 | Registered |
| PRINCETONLIVE.COM | United States | | | 2,762,150 | 9/09/03 | Registered |
| PRINCETONLIVE.COM | Canada | | | TMA0629762 | 1/10/05 | Registered |
| THE OXFORD PRINCETON PROGRAMME | Canada | CA111026500 | 7/20/01 | | | Pending |
| PRINCETON ENERGY PROGRAMME | European Community | | | 1905462 | 8/14/02 | Registered |
| PRINCETONLIVE.COM | European Community | | | 1905520 | 10/18/01 | Registered |
| THE OXFORD PRINCETON PROGRAMME | European Community | | | 2320877 | 11/08/04 | Registered |