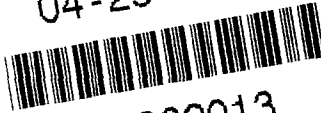


04-29-2005

3179-0002

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EET

JULY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Education Assistance Foundation**  
**(a Washington Non-Profit Corporation)**  
**190 Queen Anne Avenue North**  
**Seattle, WA 98109**

Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation Washington (State)  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: 21 April 2005  
Effective Date: 13 December 2004

2. Name and address of receiving party(ies):  
**Sallie Mae, Inc.**

Individual(s)                       Association  
 General Partnership                       Limited Partnership  
 Corporation Delaware  
 Other \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: 11600 Sallie Mae Drive

City: Reston State: VA ZIP: 20193

Additional name(s) & address(es) attached?  Yes  No

APR 25 2005

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

A. Trademark Application No.(s) 78/392,578

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: E. Victor Indiano

Internal Address:

Street Address: One North Pennsylvania Street  
Suite 850  
Indianapolis, Indiana 46204

Telephone: (317) 822-0033

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

Enclosed

Authorized to be charged to deposit account

8. **Deposit account number: 50-1590.** Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.  
(Attach duplicate copy of this page if paying by deposit account)

04/28/2005 JJALLAH2 00000003 78392578

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40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

E. Victor Indiano  
Name of Person Signing

Signature

22 April 2005  
Date

Customer Number 000031425

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

W:\Word Processing\3179 - Northwest Education Loan Association\2 - Assignment recordation form.wpd

TRADEMARK  
REEL: 003153 FRAME: 0626

# ***NUNC PRO TUNC SERVICE MARK ASSIGNMENT FEDERAL SERVICE MARK APPLICATION***

**I. Mark:** **TAKE AIM (words only)**  
**Serial No.: 78/392,578**  
**Filed: 29 March 2004**

**ASSIGNOR:** **Education Assistance Foundation**  
**(A Washington NonProfit Corporation)**  
**190 Queen Anne Avenue North**  
**Suite 300**  
**Seattle, Washington 98109**

**ASSIGNEE:** **Sallie Mae, Inc.**  
**(A Delaware Corporation)**  
**11600 Sallie Mae Drive**  
**Reston, Virginia 20193**

**EFFECTIVE DATE OF ASSIGNMENT: December 13, 2004**  
**(the "Effective Date")**

Prior to the Effective Date, the Assignor was using the above-referenced Service Mark, and was the owner of the Service Mark Application set forth above (collectively, the "Service Mark"). The Assignee desired to acquire the Service Mark together with the good will of the business with which said Service Mark was used, and the Assignor desired to assign all of its rights in the Service Mark, and the Goodwill appurtenant thereto to the Assignee.

This assignment of the Service Mark to the Assignee was accomplished pursuant to an Agreement (the "Agreement") between the Assignor and the Assignee, and the other parties named therein, entitled Purchase Agreement dated as of September 23, 2004. The Agreement is hereby incorporated into and made a part of this Assignment.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for the good and valuable consideration set forth in the Agreement, the receipt of which is hereby acknowledged by the Assignor, said Assignor did, as of the Effective Date, and hereby does, sell, transfer, convey, and assign unto Assignee the Assignor's entire right, title and interest in and to the Service Mark identified herein, all Registrations and Applications for Registration therefor, the goodwill of the business in connection with which said Service Mark is used and which is symbolized by the Service Mark, as set

forth in the Agreement, including the right to sue and collect all damages for any past infringements.

EDUCATION ASSISTANCE FOUNDATION

By: *Christine A. McCabe*  
Christine A. McCabe

Title: Executive Director

Date: 4/24/05

STATE OF WASHINGTON     )  
  ) SS:  
COUNTY OF KING         )

Before me, a Notary Public, within and for said County and State, personally appeared Christine A. McCabe and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the foregoing Assignment on the date set forth above. Witness my hand and Notarial Seal this 21<sup>st</sup> day of April, 2005.

*Lisa M Sanderson*

Notary Public (Signature)

Lisa M Sanderson

(Printed Name)

My Commission Expires: 10/10/08

My County of Residence is: King

