

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/12/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Raytheon Company		08/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ACS Marketing, L.P.
Street Address:	2828 N. Haskell
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78168146	QUESTER

CORRESPONDENCE DATA

Fax Number: (214)953-5822
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-953-5982
 Email: rholloway@jw.com
 Correspondent Name: J. Russell Holloway
 Address Line 1: 901 Main Street, Suite 6000
 Address Line 4: Dallas, TEXAS 75202

NAME OF SUBMITTER:	J. Russell Holloway
Signature:	/j. russell holloway/
Date:	09/08/2005

CH \$40.00 78168146

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 12th day of August, 2005, among Raytheon Company ("Assignor"), a Delaware corporation having its principal place of business at 870 Winter Street, Waltham, Massachusetts, 02451-1449, ACS Education Solutions, LLC ("ACS"), a Delaware limited liability company having its principal place of business at 2828 North Haskell, Dallas, Texas 75205, and ACS Marketing, L.P. ("Assignee"), a Delaware limited partnership having its principal place of business at 2828 North Haskell, Dallas, Texas 75205.

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to: (i) the application for trademark registration for the mark "Quester", having application serial number 78/168146, that is currently pending with the U.S. Patent and Trademark Office, (ii) the application for trademark registration for the mark "Quester", having application serial number 1162052, that is currently pending with the Canadian Intellectual Property Office and (iii) the trademark registration for the mark "Quester", registration number 002972453, issued by the European Community Trademark Office (collectively, the "Mark");

WHEREAS, Assignor and ACS entered into a Subcontract Dissolution Agreement (the "Dissolution Agreement"), dated as of July 12, 2005;

WHEREAS, the Dissolution Agreement provides that Assignor shall assign the Mark to ACS and ACS shall acquire all of Assignor's right, title and interest in and to the Mark; and

WHEREAS, ACS desires that Assignee take all of Assignor's right, title and interest in and to the Mark and ACS hereby consents to the assignment by Assignor of the Mark to Assignee.

NOW, THEREFORE, in consideration of the sum of ten (\$10.00) dollars and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark associated therewith. Assignor also assigns unto Assignee all claims for damages by reason of infringement of the Mark prior to the date hereof throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Mark or for the performance by Assignor of any of its obligations hereunder.

Assignor and Assignee agree that notwithstanding any representation or covenant made by Assignor in this instrument, no claim shall arise as between Assignee and Assignor hereunder. Assignee agrees that any claims with respect to the Mark shall arise solely under and shall be subject to such limitations applicable to, including, in each case, the indemnification provisions and limitations thereon set forth in, that certain Dissolution Agreement referenced above and Assignee agrees to be bound by such limitations. In the event of any conflict between the terms of this Assignment and the Dissolution Agreement, the Dissolution Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above written.

RAYTHEON COMPANY

By: J.B. Stephens
Name: Jay B. Stephens
Title: Senior Vice President and General Counsel

ACS EDUCATION SOLUTIONS, LLC

By: _____
Name:
Title:

ACS MARKETING, L.P.

By: Affiliated Computer Services, Inc.,
its general partner

By: _____
Name:
Title:

Commonwealth of Massachusetts }
County of Middlesex } SS.

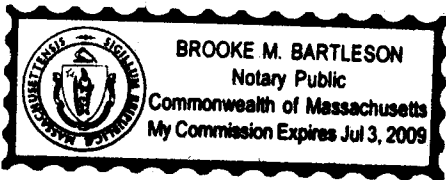
On this the 11th day of August, 2005, before me, Brooke M. Bartleson,
Day Month

the undersigned Notary Public, personally appeared Jay B. Stephens,
Senior Vice President (Name of Signer)

to me known to be ~~and General Counsel~~ of RAYTHEON COMPANY, a corporation organized
and existing under the laws of the State of Delaware, the Assignor above-named, and proved to
me through satisfactory evidence of identity, which was/were personal knowledge

(Description of Evidence of Identity)

to be the person whose name is signed on the preceding document, and acknowledged to me that
he/she signed it voluntarily for this stated purpose.



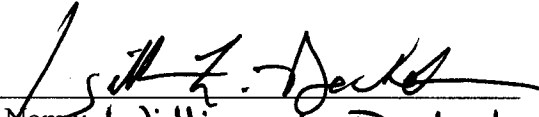
Brooke M. Bartleson
Notary Public - State of Massachusetts
Printed Name: Brooke M. Bartleson
My Commission Expires: July 3, 2009

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above written.

RAYTHEON COMPANY

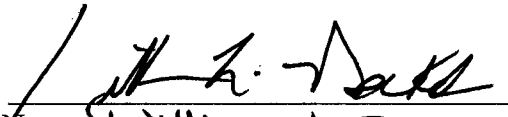
By: _____
Name:
Title:

ACS EDUCATION SOLUTIONS, LLC

By: 
Name: William L. Deckelman, Jr.
Title: Vice President & Secretary

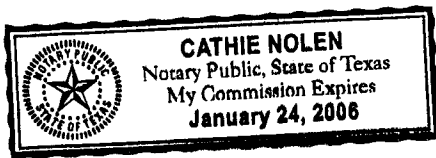
ACS MARKETING, L.P.

By: Affiliated Computer Services, Inc.,
its general partner

By: 
Name: William L. Deckelman, Jr.
Title: EVP, Secretary and
General Counsel

STATE OF TEXAS)
) ss.:
DALLAS COUNTY)

On the 12 day of August 2005, before me personally came William L. Deckelman, Jr. to me known, who being by me duly sworn, did depose and say that he is the VP/Secretary of ACS Education Solutions, LLC, the limited liability company described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Assignment on behalf of said limited liability company.

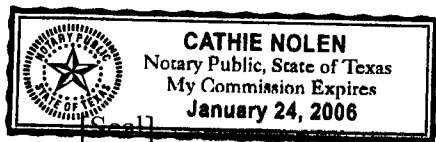


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Cathie Nolen
Notary Public – State of Texas
Printed Name: Cathie Nolen
My Commission Expires: Jan 24, 2006

STATE OF TEXAS)
) ss.:
DALLAS COUNTY)

On the 12 day of August 2005, before me personally came William L. Deckelman, Jr. to me known, who being by me duly sworn, did depose and say that he is the EVP/Secretary/General Counsel of Affiliated Computer Services, Inc., the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Assignment on behalf of said corporation.



[Seal]

Cathie Nolen
Notary Public – State of Texas
Printed Name: Cathie Nolen
My Commission Expires: Jan 24 2006