

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Technological University		11/04/2002	Nonprofit Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sylvan Ventures, LLC		
<b>Street Address:</b>	1001 Fleet Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76372114	NATIONAL TECHNOLOGICAL UNIVERSITY	
<b>Registration Number:</b>	1398023	NTU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2023444000		
<b>Email:</b>	mbharrison@venable.com		
<b>Correspondent Name:</b>	Mark B. Harrison		
<b>Address Line 1:</b>	Venable, P.O. Box 34385		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20043		
<b>ATTORNEY DOCKET NUMBER:</b>	29239-198596		
<b>NAME OF SUBMITTER:</b>	Mark B. Harrison		
<b>Signature:</b>	/mark b. harrison/		

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Date:

12/16/2005

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of November 4, 2002, between National Technological University, a Colorado nonprofit corporation ("Assignor") and Sylvan Ventures, LLC, a Maryland limited liability company ("Assignee").

### Recitals

A. Assignor is the owner of the trademarks and trademark applications in the form more fully described in Exhibit A hereto (the "Trademarks");

B. Pursuant to the terms of a certain Asset Purchase Agreement dated February 19, 2002 (the "Purchase Agreement") by and between Assignor and Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

C. Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademarks to Assignee in accordance with the Purchase Agreement.

### Agreement

NOW THEREFORE, for the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

2. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

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**EXHIBIT A**

Application filed with the United States Patent and Trademark Office for the word mark "National Technological University", Class 41, for educational services, namely providing courses of study in technological fields, filed February 19, 2002, file number 76-372,114.

**U.S. Registrations****Registration Number**

Design

Reg. No. 1,697,741

Design

Reg. No. 1,398,023

A Higher Order of Education

Reg. No. 1,681,505

**Foreign Registrations****Location and Registration Number**"National Technological University"  
and DesignAustralia  
Reg. No. A611055

NTU &amp; Design

Brazil

NTU &amp; Design

People's Republic of China  
Reg. No. 955604

NTU &amp; Design

Indonesia  
Reg. No. 368879

NTU &amp; Design

Japan  
Reg. No. 4000128

NTU &amp; Design

Korea  
Reg. No. 33896

NTU &amp; Design

New Zealand

NTU &amp; Design

Thailand  
Reg. No. Bor4176

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