

01-11-2006



103155248

TRADE
ACCOMPANYIN

12-29-05

TO:

THE COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON, DC 20231

Re: Registration Numbers:

2,845,287
1,710,939
76/614,447

29 2005

1. The name of the party conveying the interest is:

Lloyd E. Clayton, Jr. (Individual)
2101 Magnolia Avenue, Suite 400
Birmingham, Alabama 35205

2. The name and address of the party receiving the interest is:

ACCIS Acquisition, LLC (Limited liability company)
3401 West End Avenue, Suite 685
Nashville, TN 37203

3. The nature of conveyance is: Assignment

4. Each trademark number against which the Trademark Assignment is to be filed is:

Trademark Registration No.(s):

2,845,287
1,710,939
76/614,447

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219
Attn: Scott W. Fielding

6. There are three (3) registrations identified in this cover sheet and the fee for recording the Trademark Assignment is \$90.00, and such fee is enclosed.

7. The Trademark Assignment that gave rise to the interest being granted in the above-referenced trademarks was executed by Lloyd E. Clayton, Jr. on November 30, 2005.

8. The assignee of the trademark is domiciled in the United States.

01/10/2006 DEYRNE 00000108 103155248
40.00 DP
50.00 DP

(SIGNATURE PAGE TO TRADEMARK COVER SHEET)

- 9. To the best of the undersigned's knowledge and belief, the information contained in this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Scott W. Fielding
Scott W. Fielding

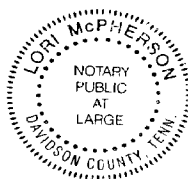
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Scott W. Fielding, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of December, 2005.

Lori McPherson
Notary Public

My Commission Expires:
3-25-06



NOTARY PUBLIC
AT LARGE
Lori McPherson
My Commission Expires
March 25, 2006
STATE OF TENNESSEE

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This Assignment of Service Marks and Trademarks (the "Assignment of Marks"), is made and entered into as of the 30th day of November, 2005, by Lloyd E. Clayton, Jr., an individual resident of the State of Alabama ("Clayton"), and American College of Computer and Information Sciences, Inc., an Alabama corporation ("ACCIS") (ACCIS and Clayton are collectively the "Assignor"), to ACCIS Acquisition, LLC, an Alabama limited liability company ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of Nov. 28, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the Intellectual Property Assets (as defined in the Agreement). This Assignment of Intellectual Property Assets is contemplated by Section 1.7 of the Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Assets, including without limitation the registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Assets, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property Asset, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Marks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks will be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Marks as of the date first above written.

ASSIGNOR:

American College of Computer and Information Sciences, Inc.

By: Betty J. Howell
Name: Betty J. Howell
Its: President

Lloyd E. Clayton, Jr.
Lloyd E. Clayton, Jr. *by W. M. Noble*
Attorney in fact

STATE OF Alabama)
)
COUNTY OF Jefferson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Betty J. Howell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of American College of Computer and Information Sciences, Inc., an Alabama corporation, the within named bargainor, a corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Birmingham, Alabama, this 30th day of November, 2005.

Ellen C. Prescott
Notary Public

My Commission Expires:
02/03/08

STATE OF Alabama)
)
COUNTY OF Jefferson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ^{William S. Fishburne III, as attorney-in-fact for} Lloyd E. Clayton, Jr., the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Birmingham, Alabama, this 30th day of Nov., 2005.

Ellen C. Prescott
Notary Public my Comm. Expires: 02/02/08

(Remainder of Page Intentionally Left Blank)

SCHEDULE A

Registered Servicemarks and Trademarks

MARK	OWNER	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
AMERICAN COLLEGE OF COMPUTER AND INFORMATION SCIENCES	Lloyd E. Clayton, Jr.	76/100,810	07/21/00	2,845,287	05/25/04
AMERICAN INSTITUTE FOR COMPUTER SCIENCES	Lloyd E. Clayton, Jr. dba American Institute for Computer Sciences	74/176,172	06/11/91	1,710,939	08/25/92

Unregistered Service Marks and Trademarks

ACCIS

Pending Service Mark or Trademark Applications

MARK	OWNER	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
THE EDUCATION YOU NEED . . . THE FUTURE YOU WANT	American College of Computer & Information Sciences, Inc.	76/614,447	10/1/04		

Trade Names