

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Alloy, Inc.		01/30/2006	CORPORATION: DELAWARE
360 Youth, LLC		01/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goal Financial, LLC		
<b>Street Address:</b>	9477 Waples Street, Suite 100		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2509753	FA OFFICE BUILDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)513-5130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145135100		
<b>Email:</b>	uspto-tm-oc@sheppardmullin.com		
<b>Correspondent Name:</b>	Michelle LaVoie, Sheppard Mullin		
<b>Address Line 1:</b>	650 Town Center Drive, 4th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	06FG-113578		
<b>NAME OF SUBMITTER:</b>	Michelle M. LaVoie		
<b>Signature:</b>	/Michelle M. LaVoie/		

CH \$40.00 2509753

Date:

05/04/2006

**Total Attachments: 7**

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**QUITCLAIM ASSIGNMENT**

Alloy, Inc., a Delaware corporation, having its principal address at 151 West 26th Street, 11th Floor, New York, NY 10001 ("Alloy") and 360 Youth, LLC, a Delaware limited liability company, having its principal address at 151 West 26th Street, 11th Floor, New York, NY 10001 ("Seller") (Alloy and Seller are each an "Assignor" and collectively "Assignors") desire to quitclaim, assign and transfer to Goal Financial, LLC, a California limited liability company, having its principal address at 9477 Waples Street, Suite 100, San Diego, California 92121-5780 ("Assignee") any and all transferable right, title and interest in and to the Property (as defined below) that Assignors may have, if any, and all transferable intellectual property rights associated therewith, if any. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Purchase Agreement (as defined below).

NOW, THEREFORE, for good and valuable consideration stated in the certain Asset Purchase Agreement between Assignors and Assignee dated January 30, 2006 (the "Purchase Agreement"), the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby forever waives, relinquishes and disclaims, and to the extent that such Assignor has any transferable rights in any of the property identified on Schedule 1 attached hereto and fully incorporated herein ("Property"), such Assignor irrevocably quitclaims, assigns and transfers to Assignee, all of Assignor's worldwide right, title and interest in and to the Property and to all worldwide trademarks, service marks, trade names, logos, art work, copyrights, rights of authorship, database rights, moral rights, inventorship rights, and to all trade secrets and other intellectual property rights, including all goodwill associated therewith, and any other common law and statutory rights related to the Property, together with all rights to profits, damages and other remedies for any past, present or future infringement of the Property, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns and other legal representatives. To the extent that such Assignor has physical possession of any such Property, such Assignor agrees to transfer such Property to Assignee as soon as reasonably practicable following a request by Assignee for such transfer.

THE PROPERTY IS QUITCLAIMED, ASSIGNED AND TRANSFERRED "AS IS, WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND FROM ASSIGNORS. ASSIGNORS EXPRESSLY DISCLAIM ALL WARRANTIES REGARDING THE PROPERTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ASSIGNEE HEREBY AGREES THAT, EXCEPT FOR ANY MATERIAL BREACH OF THE LAST SENTENCE OF THE IMMEDIATELY PRECEDING PARAGRAPH OF THIS QUITCLAIM ASSIGNMENT BY EITHER ASSIGNOR, NEITHER OF THE ASSIGNORS OR ANY OF THEIR AFFILIATES, NOR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL HAVE ANY LIABILITY WHATSOEVER RESULTING FROM OR ARISING OUT OF THIS QUITCLAIM ASSIGNMENT AND COVENANTS THAT IN NO EVENT SHALL ASSIGNEE INSTITUTE, COMMENCE OR PURSUE ANY ACTION, CLAIM, SUIT, ARBITRATION OR OTHER PROCEEDING (EACH, A "CLAIM") WITH RESPECT THERETO. ASSIGNEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSIGNORS, THEIR AFFILIATES AND THEIR

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RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY DAMAGES, CLAIMS, LIABILITIES, LOSSES AND OTHER EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, RESULTING FROM OR ARISING OUT ANY CLAIM.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignors have executed this Quitclaim Assignment as of January 30, 2006.

Alloy, Inc.

By: 

Name: James K. Johnson, Jr.

Title: President/COO

360 Youth, LLC

By: 

Name: James K. Johnson, Jr.

Title: Treasurer

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

Goal Financial, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York )

On January 30, 2006 before me, Peter J. Lopez,  
*Date* *Name, Title of Officer, e.g., "Jane Doe, Notary Public"*

personally appeared James K. Johnson  
*Name(s) of Signer(s)*

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PETER J. LOPEZ  
Notary Public, State of New York  
No. 24-4923605  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Feb. 22, 2006

Witness my hand and official seal.

[Signature]  
*Signature of Notary*

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL(S)  
 CORPORATE OFFICER(S) \_\_\_\_\_  
*Title(s)*

PARTNER(S)  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 SUBSCRIBING WITNESS  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

*Name of Person(s) or Entity(ies)*  
\_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document: Quitclaim Assignment  
Number of Pages: 6 Date of Document: January 30, 2006  
Signer(s) Other Than Named Above: \_\_\_\_\_

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IN WITNESS WHEREOF, Assignors have executed this Quitclaim Assignment as of January 30, 2006.

Alloy, Inc.

360 Youth, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

Goal Financial, LLC

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SCHEDULE 1**  
**PROPERTY**

1. Registered Trademarks
  - (a) "FA OFFICE BUILDER," Registration 2509753, Registered November 20, 2001
2. Common Law Trademarks
  - (a) ESTUDENTLOAN
  - (b) ESTUDENTLOAN.COM
  - (c) ESTUDENTLOAN.NET
  - (d) ESTUDENTLOAN.ORG
  - (e) ESTUDENTLOAN.CC
  - (f) ESTUDENTLOAN.US
  - (g) ESTUDENTLOANS.COM
  - (h) ESTUDENTLOANS.ORG
  - (i) E-STUDENTLOAN.COM
  - (j) E-STUDENTLOANS.COM
  - (k) EPARENTLOAN
  - (l) EPARENTLOAN.COM
  - (m) ISTUDENTCREDIT.COM
  - (n) LOANFINDER
  - (o) STUDENTLOANFINDER.NET
  - (p) CUSTOMLOANFINDER
  - (q) CUSTOMLOANFINDER.COM
  - (r) CUSTOMLOANFINDER.ORG
  - (s) CUSTOMLOANFINDER.NET
  - (t) THEOLDSCHOOL.ORG
  - (u) FINANCIAL AID RESOURCE CENTER
  - (v) FAOFFICE
  - (w) FAOFFICE.COM
  - (x) FAOFFICEBUILDER
  - (y) FAOFFICEBUILDER.CC
  - (z) ALTERNATIVE LOAN MARKETSPACE



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3. Domain Name Registrations

- (a) EPARENTLOAN.COM
- (b) ISTUDENTCREDIT.COM
- (c) STUDENTLOANFINDER.NET
- (d) THEOLDSCHOOL.ORG
- (e) FAOFFICE.COM
- (f) FAOFFICEBUILDER.CC

4. The website at URL [www.theoldschool.org](http://www.theoldschool.org), including without limitation, all layout, data, text, images, artwork, and other content that are used in connection with such website and all included pages located therein, and all logos, frames, software, scripts, database schema, database table architecture, processes, block diagrams, source and object code, source data file, build scripts and batch files to generate object code, associated plug-ins and tools, application program interfaces, all comments, in text and machine readable form, programmer's notes, tutorials and other documentation, copyrights, techniques, procedures, protocols and information that are used exclusively for the operation, display, maintenance or commercial exploitation of the website at URL [www.theoldschool.org](http://www.theoldschool.org), including, but not limited to the following hardware and software:

- (a) Compaq 1850R, D910CFW11372
- (b) MySQL 4.0.13 - licensed under the GPL (open source)
- (c) MyODBC (odbc driver for MySQL) - licensed under the GPL (open source)
- (d) NcFTP 3.1.5 - CAL (open source)  
(<http://www.ncftp.com/ncftp/doc/LICENSE.txt>)
- (e) Oracle Objects for OLE - free Windows driver for Oracle
- (f) GnuPG - licensed under the GPL (open source)
- (g) Perl - Artistic License (open source)  
(<http://www.perl.com/language/misc/Artistic.html>)
- (h) Windows NT 4.00.1381 - licensed, but not supported by Microsoft.

5. The assets, properties and rights described in Schedule 4.4.2 to the Purchase Agreement.