

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acquisition Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Learning 24/7, Inc.		03/30/2004	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teachscape, Inc.		
<b>Street Address:</b>	731 Market Street, Suite 400		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1948718	NATIONAL SCHOOL CONFERENCE INSTITUTE	
<b>Registration Number:</b>	1940030		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(816) 460-2571		
<b>Email:</b>	dsmisemer@sonnenschein.com, amhansen@sonnenschein.com		
<b>Correspondent Name:</b>	Dianne M. Smith-Misemer		
<b>Address Line 1:</b>	P. O. Box 061080, Wacker Drive Station		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	20069550-0001		
<b>NAME OF SUBMITTER:</b>	Dianne M. Smith-Misemer		
<b>Signature:</b>	/bryan p stanley/		
<b>Date:</b>	06/05/2006		

OP \$65.00 1948718

**Total Attachments: 7**

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## ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement") is made and entered into effective as of June 30, 2004 by and among Karen Young, Brent Richardson, Chris Richardson, Staci Richardson Buse, Marybeth Richardson Ward and Dennis Little, as trustee for The Ward Family Trust and Linda Auman (individually, a "Seller" and collectively, the "Sellers"), and Teachscape, Inc., a Delaware corporation (the "Buyer"), for the sale and purchase of 100% of the capital stock in Learning 24/7, Inc., an Illinois corporation (the "Company"). The Sellers and the Buyer are sometimes each referred to as a "Party" and collectively referred to as the "Parties." For purposes of this Agreement, Chris Richardson shall be the "Stockholders' Representative", entitled to act on behalf of all of the Sellers with respect to matters relating to this Agreement.

### WITNESSETH:

WHEREAS, the Company is a corporation organized under the laws of the State of Illinois;

WHEREAS, the Sellers are the owners of 100% of the outstanding capital stock in the Company and no other person has any option, warrant or other right to acquire any stock in the Company;

WHEREAS, the Buyer desires to purchase from the Sellers and each Seller desires to sell to the Buyer the Stock in the Company owned by it as set forth on Exhibit A;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and for other good and valuable consideration given by each Party hereto to the other, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto, for themselves, their successors and permitted assigns, intending to be legally bound, agree as follows:

### ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms, when capitalized, shall have the respective meanings set forth in this Article 1. Other capitalized terms used in this Agreement are defined elsewhere in the text.

1.1 "Affiliate" means any Person which controls another Person, which another Person controls, or which is under common control with another Person.

1.2 "Arrowhead" means Arrowhead Holdings Management Co., LLC.

1.39 "Transition Services" means collectively, the warehousing and shipping, TI, Internet Access and TI Voice Access and long distance services, rack space for CWT Palm Server and any other services provided by Arrowhead or its Affiliates to the Company in support of its operations prior to the Closing, other than accounting and payroll services.

1.40 "Transfer Taxes" means any and all sales, use, stamp, documentary, filing, recording, transfer, real estate transfer, stock transfer, gross receipts, registration, duty, securities transactions or similar fees or Taxes or governmental charges (together with any interest or penalty, addition to Tax or additional amount imposed) as levied by any taxing authority in connection with the transactions contemplated by this Agreement.

1.41 "Treasury Regulations" means the treasury regulations promulgated under the Tax Code.

1.42 The terms "hereof," "herein" and "hereunder" and terms of similar import shall refer to all applicable provisions of this Agreement and not to any particular provision. Section, clause, exhibit and schedule references contained in this Agreement are references to sections, clauses, exhibits and schedules in or expressly made a part of this Agreement, unless otherwise specified. References to a particular article, section or subsection shall include reference to all sections and subsections thereunder.

1.43 Whenever the term "include" or "including" is used in this Agreement, it shall be deemed to be followed by the phrase "but not limited to" or "without limitation" or words of similar import and such term shall be interpreted as not limiting the matter described by the examples given.

1.44 The article and section headings and the tables of content contained in this Agreement, and in the documents, exhibits and schedules delivered pursuant to this Agreement, are solely for the purpose of convenience of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement or such documents, exhibits and schedules.

## **ARTICLE 2**

### **PURCHASE AND SALE OF THE SECURITIES**

2.1 **The Sale.** Upon the terms and subject to the conditions of this Agreement, on the Closing Date, each Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall accept and purchase from such Seller, the Stock to be sold by such Seller, as set forth on Exhibit A.

2.2 **Purchase Price.** The aggregate purchase price to be paid by the Buyer for the Stock shall be an amount equal to \$ [REDACTED] (the "Purchase Price"), subject to adjustment as provided in Section 2.5

2.3 **Delivery of Purchase Price.** The Buyer shall pay the Purchase Price as follows:

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Agreement to be signed by their respective duly authorized representatives and officers, as of the date first above written.

Sellers:

By: Linda Auman  
Name: Linda Auman

By: Staci Buse  
Name: Staci Richardson Buse

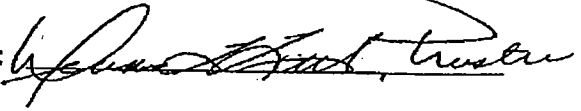
By: Brent Richardson  
Name: Brent Richardson

By: Chris Richardson  
Name: Chris Richardson

By: Marybeth Richardson Ward  
Name: Marybeth Richardson Ward

By: Karen Young  
Name: Karen Young

THE WARD FAMILY TRUST

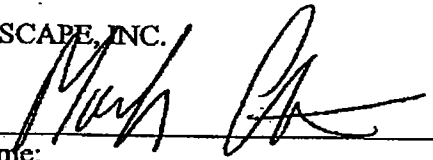
By: 

Name:

Title: Trustee

Buyer:

TEACHSCAPE, INC.

By: 

Name:

Title:

Exhibit A  
Sellers and Stock Ownership

Stockholder	Shares	Percentage
Karen Young 6264 N. 4 <sup>th</sup> Drive Phoenix, AZ 85013	2,500	18.90%
Brent Richardson 6645 E. Exeter Scottsdale, AZ 85251	2,682	20.28%
Staci Richardson Buse 5225 N. 23 <sup>rd</sup> Street Phoenix, AZ 85016	2,682	20.28%
Chris Richardson 6030 E. Calle Camelia Scottsdale, AZ 85251	2,682	20.28%
Marybeth Richardson Ward 6461 La Jolla Scenic South Dr. La Jolla, CA 92037	2,359	17.83%
Ward Family Trust Attn: Dennis Little 3131 Greenhead Drive Springfield, IL 62707 Facsimile: (217) 793-7864	323	2.44%
	<u>13,228</u>	<u>100.00%</u>

Linda Auman has an option to acquire 1% of company at a liquidation event.

Linda Auman  
1113 E. Tierra Buena  
Phoenix, AZ 85022

Number

-17-

Shares

- 13360 -

Incorporated under the laws of the State of Illinois

# LEARNING 24/7, INC.

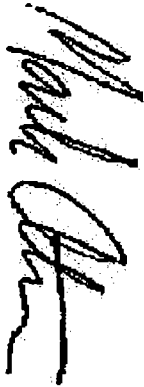
Authorized 100,000 shares Common Stock, no par value

SEE REVERSE SIDE FOR RESTRICTIONS  
ON TRANSFER AND CLASSES OF STOCK

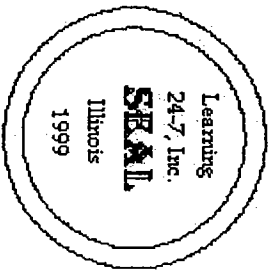
This certifies that **TEACHSCAPE, INC.** is the owner of **Thirteen Thousand Three Hundred Sixty (13,360)** fully paid and non-assessable shares of the Common Stock of **Learning 24/7, INC.**, an Illinois corporation, transferable only on the books of the corporation by the holder hereof in person or by attorney upon surrender of this certificate properly endorsed.

This certificate and the shares represented hereby are subject to the laws of the state of Illinois and to the Articles of Incorporation and the By-laws of the corporation, in each case as from time to time amended.

IN WITNESS WHEREOF, **LEARNING 24/7, INC.** has caused this certificate to be signed by its duly authorized officer and its corporate seal to be hereto affixed this 10th day of JULY, 2004.



President



Assistant Secretary

TRADEMARK



Restrictions on Transfer

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

Assignment

For value received, \_\_\_\_\_ hereby sell, assign and transfer to \_\_\_\_\_ shares of the Capital Stock represented by this certificate, and do hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney to transfer such stock on the books of \_\_\_\_\_ with full power of substitution in the premises.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of registered owner corresponding exactly to the name of such owner as written on the face of this certificate.

\_\_\_\_\_  
Witness

TRADEMARK