

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Educational Direct, LLC		02/21/2006	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Affinity Direct, LLC
Street Address:	910 Sylvan Avenue
Internal Address:	Suite 115B
City:	Englewood Cliffs
State/Country:	NEW JERSEY
Postal Code:	07632
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78750006	EDUCATIONAL DIRECT
Serial Number:	78750162	EDUCATIONAL DIRECT
Serial Number:	78750404	ED
Serial Number:	78750408	ED
Serial Number:	78452491	CAMPUS LINENS A DIVISION OF EDUCATIONAL DIRECT

CORRESPONDENCE DATA

Fax Number: (612)604-6985
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (612) 604-6585
 Email: sbaird@winthrop.com, trademark@winthrop.com
 Correspondent Name: Stephen R. Baird
 Address Line 1: 225 South Sixth Street
 Address Line 2: Suite 3500
 Address Line 4: Minneapolis, MINNESOTA 55402

OP \$140.00 78750006

NAME OF SUBMITTER:	Stephen R. Baird
Signature:	/Stephen R. Baird/
Date:	06/06/2006
Total Attachments: 4 source=scan_298331#page1.tif source=scan_298331#page2.tif source=scan_298331#page3.tif source=scan_298331#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement ("Agreement") is entered into as of February 21, 2006 between Educational Direct, LLC, a Maryland limited liability company ("Assignor") and Affinity Direct, LLC, a Maryland limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title, interest and goodwill in and to the marks EDUCATIONAL DIRECT™ and ED™ (Stylized) (collectively, the "Marks") in connection with loan financing and student loan services, and mail order and telephone order services featuring a variety of goods and services, including bed and bath products, household furnishings and accessories, financial services, and snack foods; developing, organizing, and conducting fund raising programs for others; and arranging and conducting marketing promotional events for others; and

WHEREAS, Assignor owns applications pending in the United States Patent and Trademark Office (the "PTO") to federally register the Marks, namely Application Serial Nos. 78/750,006; 78/750,162; 78/750,404; and 78/750,408 (collectively, the "Applications"); and

WHEREAS, Assignor owns a pending application to register the mark CAMPUS LINENS a division of Educational Direct & Design with the PTO, namely, Application Serial No. 78/452,491 (the "CAMPUS LINENS Application"); and

WHEREAS, Assignor owns the domain names <educadirect.com>, <educationaldirect.org>, <educationaldirect.tv>, and <educationaldirect.biz> (the "Domain Names"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, interest and goodwill in and to the Marks, Applications and Domain Names; and

WHEREAS, Assignee desires to acquire all of Assignor's entire right, title, interest and goodwill in and to the Marks, Applications and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, interest and goodwill in and to the Marks and the Applications, and all rights of priority and renewal as may now or hereafter be granted by law; all rights of priority therein as may now or hereafter be granted to it by law; and all rights, interests, claims and demands recoverable in law or in equity that it has or may have in profits and damages for past, present and future infringements.
2. Assignor hereby assigns to Assignee all right, title and interest in and to the Domain Names.

3. Assignor represents and warrants that it owns no other marks or domain names confusingly similar to the Marks, Applications, and Domain Names.

4. Assignor agrees to request that the PTO amend the CAMPUS LINENS Application to delete from the applied-for mark the phrase A DIVISION OF EDUCATIONAL DIRECT, and Assignor further agrees to expressly abandon the CAMPUS LINENS Application, in the event the PTO does not permit the amendment contemplated by this paragraph.

5. Assignor agrees to execute such other instruments and take such other actions, at Assignee's sole cost and expense, as Assignee may reasonably request to confirm or perfect the assignment of all right, title, interest and goodwill in and to the Marks, the Applications, and the Domain Names to Assignee.

6. Assignor represents and warrants that, to the best of its knowledge and belief: (a) Assignor owns all right, title, and interest in and to the Marks, Applications, and Domain Names; (b) the Marks, Applications, and Domain Names are free and clear of any third party interests, claims, liens or other encumbrances; (c) nothing has been done nor has any event occurred whereby the Applications may be declared void or invalidated; (d) Assignor has not licensed use of the Marks, Applications, or Domain Names to any third parties; and (e) there are no known third party actions, oppositions, claims or demands with respect to the Marks, Applications, or Domain Names.

7. Assignor agrees to cease all use of the Marks no later than June 30, 2006. During this transition period between complete execution of this Agreement and June 30, 2006 (the "License Period"), Assignor will select and adopt a new name and mark that is not confusingly similar to the Marks. Assignee hereby grants to Assignor a royalty-free, nonexclusive, nontransferable license to use the Marks during the License Period in the same form, manner, and style as Assignor has used the Marks prior to this Agreement. During the License Period, Assignor agrees to maintain the same level of quality of goods and services associated with the Marks, and Assignor agrees that all use of the Marks by Assignor during the License Period shall inure to the benefit of and be on behalf of Assignee. Assignor further agrees that the nature and quality of all goods and services provided by Assignor under the Marks during the License Period shall conform to the standards set by and be under the control of Assignee. Nothing in this paragraph shall give Assignor any right, title, or interest in the Marks other than the right to use the Marks in accordance with this license during the License Period and Assignor agrees that it will not attack the title of Assignee to the Marks or attack the validity of this license.

8. The parties hereto acknowledge and agree that they have been represented and advised throughout all of the negotiations by counsel, and that in entering into this Agreement, the parties are not relying on any representations or statements of the parties or their counsel except those expressly stated in this Agreement.

9. This Agreement shall not be amended, modified, or supplemented by the parties in any manner, except by an instrument in writing signed by each party and otherwise as set forth herein.

10. Any of the provisions hereof may be waived by the party entitled to the benefit thereof. No party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

11. In the event that the application of any provision hereof to any particular facts or circumstances shall be held to be invalid or unenforceable under the governing law hereof, then: (i) such provision shall be reformed without further action by the parties to the extent strictly necessary to render such provision valid and enforceable when applied to such particular facts or circumstances; and (ii) the validity and enforceability of such provision as applied to any other particular facts or circumstances, and the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby.

12. This Agreement may be signed using one or more counterparts. Each individual executing this Agreement on behalf of any party represents and warrants that he or she has the right, power, and authority to execute this Agreement on behalf of, and to bind, such party.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and hereby supersedes all prior and contemporaneous, written or oral agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

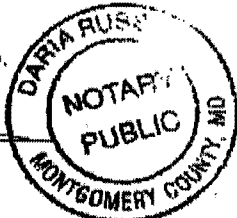
Educational Direct, LLC
a Maryland limited liability company.

By: *Darin Schrier*
Darin Schrier, CEO

State of Maryland)
) ss
County of Montgomery)

Subscribed and sworn to before me
this 21 day of February 2006.

[Signature]
Notary Public



My Commission Expires 12/10/07.

ASSIGNEE:

Affinity Direct, LLC
a Maryland limited liability company.

By: *Devin Schmitt*
Devin Schmitt

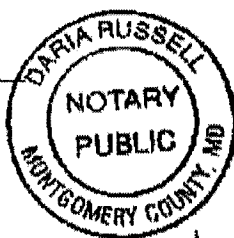
State of Maryland)

County of Montgomery) ss

Subscribed and sworn to before me
this 21 day of February, 2006.

[Signature]
Notary Public

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My Commission expires on 2/10/07