

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 Gateway LP, LLLP		05/31/2006	Limited liability limited partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Ed Products, LLC		
Street Address:	5471 Kearny Villa Road, Suite 310		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2750745	EDGATE	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jmuennink@jenkens.com		
Correspondent Name:	Cathryn A. Berryman/Jenkens & Gilchrist		
Address Line 1:	1445 Ross Ave., Suite 3700		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	67640-00001		
NAME OF SUBMITTER:	Cathryn A. Berryman		
Signature:	/Cathryn A. Berryman/		
Date:	06/20/2006		

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Total Attachments: 3

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ASSIGNMENT

This Assignment is made and entered into effective as of May 31, 2006 (the "Effective Date") by EDUCATIONAL GATEWAY LP, LLLP, a Delaware limited liability limited partnership ("Assignor"), in favor of ED PRODUCTS, LLC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications and/or registrations, including those set forth in Schedule 1 (collectively, the "Trademarks"); and

WHEREAS, as of the Effective Date, pursuant to a separate agreement between Assignor and Assignee, Assignee is the successor to certain business assets related to the entire portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all rights in and to the Trademarks.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including domestic and foreign rights, including without limitation: (i) all goodwill of the entire portion of Assignor's business to which the Trademarks pertain; (ii) any and all trademark applications and/or renewals and all registrations or certificates that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor represents and warrants to Assignee that: (i) it is a limited liability limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware; and (ii) it has the full right, power and authority to enter into this Assignment and grant the rights granted in this Assignment.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives.

Assignor hereby agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting any use of or to the Trademarks; and, at


the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, execute all applications, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date set forth above.

EDUCATIONAL GATEWAY LP, LLLP

By Its General Partner:

Educational Gateway GP, LLC

By: 
Printed Name: Gary M. Goltz
Title: Its President

SCHEDULE 1

Trademarks

Reg. No./Serial No

EDGATE

U.S. Reg. No. 2,750,745

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