

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
American Society of Educators, Inc.		06/01/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	LRP Publications, Inc.		
Street Address:	360 Hiatt Drive		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33418		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1735851	SCHOOL EXECUTIVE	
CORRESPONDENCE DATA			
Fax Number:	(561)622-0757		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-622-6520		
Email:	pterhune@lrp.com		
Correspondent Name:	Patty Terhune		
Address Line 1:	360 Hiatt Drive		
Address Line 4:	Palm Beach Gardens, FLORIDA 33418		
NAME OF SUBMITTER:	Patty Terhune		
Signature:	/pmt/		
Date:	06/20/2006		

OP \$40.00 1735851

Total Attachments: 5

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**TRADEMARK
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ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND ACCOMPANYING
APPLICATIONS, REGISTRATIONS AND GOODWILL

June 1, 2006

Effective as of the date set forth above (the "Effective Date"), for the sum of \$7,500.00 (the "Purchase Price"), the AMERICAN SOCIETY OF EDUCATORS, INC., a Pennsylvania corporation ("Assignor"), does hereby sell, assign, transfer and set over to LRP PUBLICATIONS, INC., a Pennsylvania corporation ("Assignee") all of Assignor's worldwide rights, title and interest in and to the trademarks and service marks listed on Exhibit A attached hereto (individually a "Mark" and collectively, the "Marks"), any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to provide proof of past use of the Marks by Assignor and to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefore and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

The Assignor is a corporation, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has all requisite power and authority to execute and deliver this Assignment and to consummate the transactions contemplated hereby. The Assignor is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified would not, individually or in the aggregate, be reasonably expected to have a material adverse effect on the Marks.

The execution and delivery of this Assignment by the Assignor and the consummation by the Assignor of the transaction contemplated hereby, has been duly authorized by all requisite corporate and shareholder action. This Assignment constitutes the valid and legally binding obligation of the Assignor, enforceable against the Assignor in accordance with its respective terms. The execution, delivery and performance by the Assignor of this Assignment, and the consummation by the Assignor of the transactions contemplated hereby, will not, with or without the giving of notice or the passage of time or both: (i) violate the provisions of any law, rule or regulation applicable to the Assignor; (ii) violate the provisions of the Articles of Incorporation or Bylaws of the Assignor; (iii) violate any judgment, decree, order or award of any court, governmental body or arbitrator applicable to the Assignor; or (iv) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any

acceleration under, or cause the creation of any lien, charge or encumbrance upon the Marks pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which the Assignor is a party or by which the Assignor or any of the Marks is or may be bound. No further consents and approvals of third parties are required in connection with the consummation by the Assignor of the transactions contemplated by this Assignment.

The Assignor has good and marketable title to the Marks, free and clear of all mortgages, liens, liabilities, liens, pledges, charges or encumbrances.

The Assignor represents and warrants that there are no adverse claims that have been made against the Marks or against the use of the Marks and that Assignor is not aware of any adverse claims against the Marks or against the use of the Marks and that the Marks have been in continuous use since February of 1991.

Assignor hereby indemnifies and holds harmless the Assignee against all claims, damages, losses, liabilities, costs and expenses (including, without limitation, settlement costs and any legal, accounting or other expenses for investigating or defending any actions or threatened actions) net of insurance proceeds, reasonably incurred by the Assignee in connection with each and all of the following:

(a) Any breach by the Assignor of any representation or warranty in this Assignment;

(b) Any breach of any covenant, agreement or obligation of the Assignor contained in this Assignment or any other agreement, instrument or document contemplated by this Assignment; and

(c) Any misrepresentation contained in any statement, certificate or schedule furnished by the Assignor pursuant to this Assignment or in connection with the transactions contemplated by this Assignment.

Within five (5) business days after Assignor's execution of this Assignment, Assignor agrees to provide Assignee proof of use of the Marks that has occurred within the past twelve (12) months. Such proof can take the form of sample marketing material, publication issues, web-site graphics and similar uses (collectively, the "Proof of Use Material"). Each such Proof of Use Material to indicate the date or dates on which the Marks were used. In conjunction with Assignee's receipt and acceptance of the Proof of Use Materials, Assignee shall pay the Purchase Price to the Assignor and the Assignment of the Marks to Assignee shall be final.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

AMERICAN SOCIETY OF EDUCATORS, INC.

By: Michelle A. Koloff
Title: President
Date: 6-1-06

LRP PUBLICATIONS, INC.

By: Kenneth Kahn
Kenneth Kahn, President
Date: 6/8/06

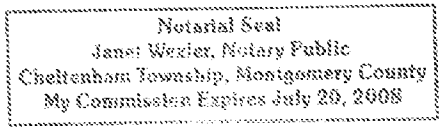
STATE OF PA)
COUNTY OF Montgomery)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Helen Syclov, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the Pres of AMERICAN SOCIETY OF EDUCATORS, INC., and as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in Jenkintown Pa, this the 1 day of July 2006.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF FL)
COUNTY OF Palm Beach)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Kenneth Kahn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself/himself to be the President of LRP PUBLICATIONS, INC., and as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in Palm Beach Gardens, FL, this the 8 day of June 2006.

[Signature]
NOTARY PUBLIC

My Commission Expires: June 1, 2009

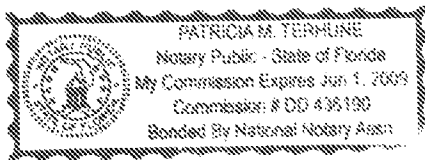


EXHIBIT A

ASSIGNMENT OF U.S. TRADEMARKS, SERVICE MARKS AND ACCOMPANYING APPLICATIONS, REGISTRATIONS AND GOODWILL

MARK	SERIAL NO.	REG. NO.	REG. DATE	GOODS/SERVICE
SCHOOL EXECUTIVE	74197350	1735851	11/24/1992	Magazine for school administrators.