

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aspen Education Group, Inc.		07/07/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Educational Services of America, Inc.
Street Address:	1321 Murfreesboro Road, Suite 702
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37217
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2869411	ROSSIER PARK SCHOOL

**CORRESPONDENCE DATA**

Fax Number: (415)369-8731  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415 369 7367  
 Email: trademark@thelenreid.com  
 Correspondent Name: Becky L. Troutman  
 Address Line 1: P.O. Box 190187  
 Address Line 4: San Francisco, CALIFORNIA 94119-0187

ATTORNEY DOCKET NUMBER:	037114-2 ROSSIER PARK
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/becky l. troutman/

CH \$40.00 2869411

Date:

07/20/2006

**Total Attachments: 5**

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## NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This **NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS** ("Assignment of Trademarks") is made effective as of June 30, 2005, by Aspen Education Group, Inc., a California corporation with its principal place of business at 17777 Center Court Dr, Suite 300, Cerritos, California 90701-2709 ("Assignor"), in favor of Educational Services of America, Inc., a Delaware corporation with its principal place of business at 1321 Murfreesboro Road, Suite 702, Nashville, TN 37217 ("Assignee"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement (as defined below).

### RECITALS

A. On June 17, 2005, Assignee, Assignor and Assignor's subsidiary, Aspen Youth, Inc., a California corporation ("Seller"), entered into a Stock Purchase Agreement (the "Agreement") pursuant to which Assignee purchased all of the issued and outstanding capital stock in College Park School, a California corporation d/b/a Rossier Park Junior-Senior High School, and Rossier Educational Enterprises, Inc., a California corporation.

B. Under the terms of the Agreement, Seller and Assignee agreed that in the event it should be determined after the closing of the transactions contemplated by the Agreement that there exist any assets, contracts, rights or property that are necessary or useful for the operation of the Business but are held by Seller or any of its Affiliates, then Seller shall do, execute, acknowledge and deliver (or cause such Affiliate to do, execute, acknowledge and deliver) all such further acts, assurances and confirmation, as are reasonably required, to transfer, convey, assign and confirm (or cause to be transferred, conveyed, assigned and confirmed) to Assignee the right, title and interest to such assets, contracts, rights or property.

C. Assignor is the owner of the trademark as listed on Schedule A and annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Mark"), which Mark is necessary and useful for the operation of the Business.

D. Assignor now desires to transfer and assign all of Assignor's right, title and interest in and to the Mark to Assignee.

**NOW, THEREFORE**, in consideration of the premises and of the representations, warranties, covenants and agreements set forth in the Agreement, Assignor, intending to be legally bound, agrees, for the benefit of Assignee, as follows:

### AGREEMENT

Assignor does hereby transfer and assign to Assignee, its successors and assigns, *nunc pro tunc* as of June 30, 2005, all of Assignor's worldwide right, title and interest in, to and under

the Mark, together with the goodwill of the business associated therewith, and which is symbolized thereby, all rights to sue for infringement of said Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by said Assignee, its successors and assigns from and after June 30, 2005 as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the date first above written.

ASPEN EDUCATION GROUP, INC.

By: 

Name: Kyle Wescoat

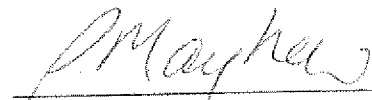
Title: Chief Financial Officer

Date: July 7, 2006

State of California            )  
                                          )  
County of Los Angeles        )        ss.:

On July 7, 2006, before me personally appeared Kyle Burley Wescoat, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public



**SCHEDULE A**  
**TRADEMARKS**

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Trademark	U.S. Registration No.	Registration Date
ROSSIER PARK SCHOOL	2,869,411	August 3, 2004