

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
Catapult Learning, LLC		08/23/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Education Station, LLC		
Street Address:	650 N.E. Holladay Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78703167	SUCCESS BEGINS HERE	
Serial Number:	76578888	EDUCATION STATION	
Serial Number:	76589360		
Serial Number:	76589375	EDUCATION STATION	
Serial Number:	78700463	EDUCATION STATION HOME CONNECTION	
Serial Number:	78851952	EDUCATION STATION ON THE RIGHT TRACK	
CORRESPONDENCE DATA			
Fax Number:	(215)701-2171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2156652771		
Email:	sschwartz@cozen.com		
Correspondent Name:	Scott B. Schwartz		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

CH \$165.00 78703167

ATTORNEY DOCKET NUMBER:	126706
NAME OF SUBMITTER:	Scott B. Schwartz
Signature:	/Scott B Schwartz/
Date:	09/17/2006
Total Attachments: 3 source=Education Station Assignment#page1.tif source=Education Station Assignment#page2.tif source=Education Station Assignment#page3.tif	

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered into by and between Catapult Learning, LLC, a Delaware limited liability company ("Assignor"), and Education Station, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the holder of or controls certain technology, curricula, materials and associated documentation as more specifically described in Schedule 1 (collectively, the "Technology and Curricula"), together with all copyrights, trade secrets and other intellectual property rights pertaining to the Technology and Curricula (collectively, the "Copyrights"); and

WHEREAS, Assignee is an affiliate of Assignor, engaged in the provision of a variety of educational services to consumers and the educational market; and

WHEREAS, pursuant to a pending sale of Assignee to a third party and as a condition of the sale, the parties have agreed that the Technology and Curricula and the Copyrights shall be the property of Assignee for its use.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows

1. Assignor hereby does irrevocably sell, assign, transfer and convey to Assignee, its successors and assigns, effective as of August 23, 2006, one hundred percent (100%) ownership interest in and to the Technology and Curricula and the Copyrights, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan and otherwise exploit the Technology and Curricula to its fullest extent anywhere in the world, and to make, use, license, assign, offer to sell, sell, encumber, secure, loan and otherwise exploit the Copyrights to the fullest extent anywhere in the world, all without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Technology and Curricula and the Copyrights. Assignor hereby agrees that: (a) it shall not take any action that may restrict Assignee's ownership rights in the Technology and Curricula or the Copyrights; and (b) that it shall discontinue any use or exploitation of the Technology and Curricula and the Copyrights.

2. Assignor agrees, without further consideration, to take such actions, including without limitation the execution, acknowledgment and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 23rd day of August, 2006.

ATTEST:

Debra J. Markoff

Catapult Learning, LLC

By: C. Alan Schroeder
C. Alan Schroeder
V.P.

Schedule 1
Curricula and Technology

<u>Description of Curricula</u>	<u>Description of Technology</u>
Manager's Training Week	Student Information Systems ("SIS")
	Marketing Knowledge Information Systems ("MKIS") Data
Orientation Training Module Presenter's Notes and Video	Daily Flash Report ("DFR") Datamart Learning Management System ("LMS") Content which is the converted modules via Macromedia's Captivate tool for learn.com compatibility
Home Connection Home Connection Parent Guide (Education Station)	Quality Assurance Database ("QAD")
90-Minute Two-Day Lesson Maps Levels A-H, Days 1-30	Pending Trademark Applications <ol style="list-style-type: none">1. 78-851952 - EDUCATION STATION ON THE RIGHT TRACK (Block letters) - Pending – Initialized, International 162. 78-703167 - SUCCESS BEGINS HERE (Block letters) - Pending – Non-final action, International 9, 16, 413. 76-578888 - EDUCATION STATION (Stylized) - Allowed – 1st extension of time granted, International 9, 16, 35, 41, 444. 76-589360 - (Design only) - Allowed – 1st extension of time granted, International 9, 16, 35, 41, 445. 76-589375 - EDUCATION STATION (and Design) - Allowed – 1st extension of time granted, International 9, 16, 35, 41, 446. 78-700463 - EDUCATION STATION HOME CONNECTION (Block letters) - Allowed – Notice of Allowance issued, International 9, 16, 41
Student Plans Initial and Updated Cover Letter (English and Spanish) Student Progress Update (Math and Reading) Generic Student Plan (Grades 5-8, Spanish)	Domain Names* <ol style="list-style-type: none">1. Edstation.net2. successbeginshere.com3. successbeginshere.net
Managing Education Quality Document Management Binders Descriptions QAD Training Manuals Trainer Certification Process, Observation and Evaluation Form	Internet <ol style="list-style-type: none">1. Web pages located at edstation.net/read (copies attached hereto)2. Website video
Program Summaries Sample - Happy Hollow Report Planner Program Summary Template Reporting Presentation 2005-2006	Toll-Free Telephone Numbers* 800-246-2154 800-355-5265
Education Station Operations Manual	
Education Update/Education Station Post (Newsletter)	
ASA Inventory – 2006	

Miscellaneous

Site and Proctor Cover Sheets (20pk)

Test Irregularity Report (10pk)

Site Manager Data Book

Teacher Binder

Student Attendance Calendars

Education Station Post newsletter

* Assignor agrees to work diligently with third party registrars, etc. to effectuate transfer of ownership to Company as soon as possible.