

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
Berlitz Investment Corporation		01/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nancy Gilbride Conforti		
Street Address:	12 Hillcrest Avenue		
City:	Pleasantville		
State/Country:	NEW YORK		
Postal Code:	10570		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2051918	LANGUAGES FOR KIDS	
CORRESPONDENCE DATA			
Fax Number:	(615)259-1470		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-259-1030		
Email:	micol.cecchi@arlaw.com		
Correspondent Name:	Micol Cecchi		
Address Line 1:	424 Church Street		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	601762-53		
NAME OF SUBMITTER:	Micol Cecchi		
Signature:	/micol cecchi/		
Date:	02/05/2007		

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Total Attachments: 1
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QUITCLAIM TRADEMARK ASSIGNMENT

WHEREAS, Nancy Gilbride Conforti, a U.S. citizen residing at 12 Hillcrest Avenue, Pleasantville, New York, 10570 (the "Assignee"), is desirous of acquiring any rights that Berlitz Investment Corporation, a Delaware corporation with an address of 300 Delaware Avenue, Suite 501, Wilmington, DE 19801 (the "Assignor"), may have in or to the trademark LANGUAGES FOR KIDS ("the Mark"), registered in the United States Patent and Trademark Office ("USPTO") under Registration No. 2051918, and Assignor has agreed to transfer any of such rights it may have, but solely on a quitclaim basis;

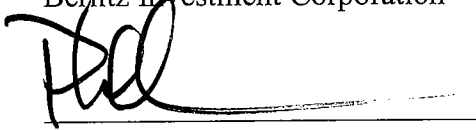
NOW, THEREFORE, Assignor does hereby assign unto Assignee any right, title or interest it may have in or to the Mark and the registration therefor, together with the goodwill of the business in connection with which the said mark has been used and which is symbolized by the Mark.

Notwithstanding any provision, this Assignment is made without any representation or warranty of any nature, whether express, implied, or otherwise, including, without limitation, any representation or warranty: (a) of ownership, title, validity, strength, noninfringement, merchantability, fitness for a particular purpose (whether or not a party or its affiliates knows or has any reason to know any such purpose), value, or freedom from encumbrance; (b) as to the validity of the USPTO registration for the mark or the ability of Assignor or Assignee to renew or otherwise maintain in force such registration; or (c) as to the legal sufficiency or enforceability of this instrument of transfer.

Assignee acknowledges that this Assignment is made solely on an **AS IS WHERE IS** basis, and forever waives and relinquishes any and all past, present, and future claims or causes of action arising out of or in any way related to this Assignment, the Mark, or any action or inaction of Assignor, its affiliates, employees, and agents.

IN WITNESS WHEREOF the parties have executed this Assignment on the dates entered below.

Berlitz Investment Corporation



Paul H. Weinstein
Vice-President, General Counsel
and Secretary

Date: 1/26/07

Nancy Gilbride Conforti



Individual

Date: 1/29/07