

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
RVS Ventures, Inc.	FORMERLY Student Advantage, Inc.	06/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vantage Media Corporation		
Street Address:	1350 Abbot Kinney Blvd.		
Internal Address:	Suite 203		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2491151	EDU.COM	
Registration Number:	2439468	EDU.COM	
Registration Number:	2383349	EDUPOINTS	
CORRESPONDENCE DATA			
Fax Number:	(714)513-5130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-424-8215		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Carlo Van den Bosch, Esquire		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	09RR-127378		

CH \$90.00 2491151

NAME OF SUBMITTER:	Carlo Van den Bosch, Esquire
Signature:	/cfv/
Date:	02/07/2007
Total Attachments: 1 source=Edu.com TM Assignment#page1.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of June 8, 2005, by and between RVS Ventures, Inc., formerly known as Student Advantage, Inc., a Delaware corporation with offices at 280 Summer Street, Boston, MA 02210 ("Assignor"), and Vantage Media Corporation, a California corporation with offices at 1350 Abbot Kinney Blvd., Suite 203, Venice, CA 90291 ("Assignee"), with reference to their June 8, 2005 Purchase and Sale Agreement (the "Agreement").

WHEREAS, Section 1.5 of the Agreement requires Assignor to promptly execute and deliver such further documents as might be required to reflect Assignor's assignment to Assignee of certain assets, including without limitation, the registered service marks **EDU.COM** (U.S. Reg. No. 2,491,151), **EDU.COM & Design** (U.S. Reg. No. 2,439,468) and **EDUPOINTS** (U.S. Reg. No. 2,383,349) (collectively, the "Marks"), along with the goodwill of the business symbolized thereby; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, transfers and conveys to the Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

RVS VENTURES, INC.

VANTAGE MEDIA CORPORATION

fka STUDENT ADVANTAGE, INC.

By: *Sevin M. Papp*
Name: _____
Title: *CEO*
Date: *2/7/07*

By: *[Signature]*
Name: *ROBERT CHIRONE*
Title: *CEO*
Date: *FEB 2, 2017*