

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
Tutoring Club, Inc.		06/01/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Tutormark, LLC
Street Address:	11241 Eastern Avenue
City:	Henderson
State/Country:	NEVADA
Postal Code:	89052
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2990252	A CLASS ABOVE. GUARANTEED
Registration Number:	2861460	TUTORUP
Registration Number:	2572603	TUTORING CLUB
Registration Number:	2543817	TUTORING CLUB
Registration Number:	2543816	TUTORING CLUB
Registration Number:	2545740	TUTORING CLUB WHERE LEARNING IS FUN!
Registration Number:	2562813	

CORRESPONDENCE DATA

Fax Number: (415)391-7124
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-354-0100
 Email: lgabel@harveysiskind.com
 Correspondent Name: Harvey Siskind LLP
 Address Line 1: 4 Embarcadero Center
 Address Line 2: 39th Floor

OP \$190.00 2990252

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: TUTORMARK 830.001

NAME OF SUBMITTER: D. Peter Harvey

Signature: /D. Peter Harvey/

Date: 03/20/2007

Total Attachments: 3
source=Assignment 060601#page1.tif
source=Assignment 060601#page2.tif
source=Assignment 060601#page3.tif

ASSIGNMENT

THIS ASSIGNMENT ("Agreement") is entered as of 6/1/06, by and between **TUTORING CLUB, INC.**, a California corporation, and **TUTORMARK, LLC**, a Nevada limited liability company.

RECITALS

WHEREAS, TUTORING CLUB, INC. desires to assign all of its rights, title, interest, and goodwill, including all statutory and common law rights, in and to the following trademarks listed in Exhibit A attached hereto (the "Intellectual Property"), to TUTORMARK, LLC, and TUTORMARK, LLC intends to acquire those rights.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged,

1. TUTORING CLUB, INC. hereby assigns, agrees to assign, transfers, conveys, and delivers to TUTORMARK, LLC all of its rights, title, and interest in the Intellectual Property, including the goodwill in and to the Intellectual Property.

2. TUTORING CLUB, INC. agrees to cooperate and assist TUTORMARK, LLC in recording an assignment of the trademark/service mark registrations. TUTORING CLUB, INC. agrees to assist in the registration process of the Intellectual Property by executing reasonable documents that may be submitted to the United States Patent and Trademark Office, and any similar offices in other nations, as TUTORMARK, LLC may reasonably request.

3. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, without giving effect to the conflict of law rules thereof.

4. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such provision shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, unenforceability, without affecting in any way any of the other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction and this Agreement shall be construed in a manner consistent with its intent.

5. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior understanding or agreements whether oral or written. This Agreement may not be amended or modified, except as expressly agreed to in writing by both parties.

6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile

copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written:

TUTORING CLUB, INC.

TUTORMARK, LLC

By: CS

By: CS





Name: Chad Schwartz

Name: Chad Schwartz

Title: Vice-President

Title: Vice-President

**EXHIBIT A
(MARKS ASSIGNED)**

MARK	REGISTRATION NO.
CLASS ABOVE. GUARANTEED!	2990252
TUTORUP	2861460
TUTORING CLUB	2572603
TUTORING CLUB & Design 	2543817
TUTORING CLUB & Design 	2543816
TUTORING CLUB WHERE LEARNING IS FUN! & Design 	2545740
Design Mark 	2562813