

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
Life Ed		03/28/2005	Non-profit corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Care Net		
Street Address:	44180 Riverside Parkway		
Internal Address:	Suite 200		
City:	Lansdowne		
State/Country:	VIRGINIA		
Postal Code:	20176		
Entity Type:	Non-profit corporation: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2939578	LIFE ED	
Registration Number:	2823102	LIFE ED PRO-KNOWLEDGE.	
Registration Number:	2984885	LIFE ED PRO-KNOWLEDGE.	
CORRESPONDENCE DATA			
Fax Number:	(704)945-6735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-945-6703		
Email:	jbashe@summalaw.com		
Correspondent Name:	Jesse B. Ashe, III		
Address Line 1:	11610 North Community House Road		
Address Line 2:	Suite 200		
Address Line 4:	Charlotte, NORTH CAROLINA 28277		
ATTORNEY DOCKET NUMBER:	1010.007		

OP \$90.00 2939578

NAME OF SUBMITTER:	Jesse B. Ashe, III
Signature:	/Jesse B. Ashe, III/
Date:	04/18/2007
Total Attachments: 3 source=Assignment Documentation#page1.tif source=Assignment Documentation#page2.tif source=Assignment Documentation#page3.tif	

Memorandum of Understanding

This Memorandum of Understanding is entered into between Care Net and Life Ed which agree as follows:

Article 1: Purpose

The parties desire to accomplish a merger of their two entities whereby Life Ed will legally dissolve as a Colorado corporation and will assign all of its tangible and intangible assets to Care Net and whereby Care Net will hire the current Executive Director of Life Ed, Lisa Jacobson, to become its new Vice President of Client Marketing.

Article 2: Conditions and Arrangements

- 1 Lisa Jacobson will accept employment at Care Net in accordance with the terms of employment that has been previously and conditionally offered to her. *In light of fiduciary duty to the donors of the Life Ed Proknowledge asset, the Life Ed board of directors requires that the Life Ed Proknowledge asset be kept intact and be utilized by Care Net under the administration of Lisa Jacobson.*
- 2 Life Ed will promptly initiate steps to dissolve as a Colorado corporation.
- 3 Life Ed will promptly provide Care Net copies of its most current financial statements together with written verification that it has no pending claims against it. Neither party intends that Care Net will assume any liabilities, debts, or legal obligations from Life Ed.
- 4 Life Ed will fulfill its current obligations and will otherwise wind down its affairs prior to formal dissolution.
- 5 Terri Connell, the remaining Life Ed employee, will serve at the pleasure of the Life Ed Board of Directors and at the direction of the Executive Director Lisa Jacobson.
- 6 Life Ed will satisfy and terminate all other contractual obligations prior to dissolution, with the exception of the T.V. late night spots which are pre-paid for a year and shall be transferred to Care Net.
- 7 Life Ed will exercise due diligence in preserving the value of its assets wherever possible.
- 8 Life Ed grants Care Net permission to perform due diligence investigation and to gain access to all records as may be necessary to complete this investigation at their sole expense.
- 9 As soon as feasible after this memorandum of understanding is approved by the organizations' respective boards of directors, Care Net representatives will meet with Lisa Jacobson to develop a donor integration plan, to develop a communication plan for all relevant constituents, and to develop an operational integration plan.
- 10 Care Net will cooperate with Life Ed in drafting and publishing appropriate donor notifications and engaging in such other activities and special events as the parties may determine are warranted to preserve good donor relations.

Article 3: Timing

The parties will proceed promptly and diligently to exchange information, seek board approvals, conduct necessary meetings, and consummate the other steps contemplated herein so that this merger will be completed and Lisa Jacobson's employment with Care Net will begin no later than March 31, 2005 or as soon as practical thereafter.

This Memorandum of Understanding describes the conditions and arrangements for future cooperation between the parties and is not legally binding. The exact terms and conditions of any agreement between the parties are subject to obtaining approval by their respective boards of directors and further negotiations.

Melinda W. Delahoyde

Melinda Delahoyde, Care Net Bd. Chair
Date: January 27, 2005

Warren Williams
Warren Williams, Life Ed Bd. Chair
Date: 1/28/2005

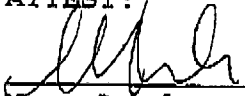
ASSIGNMENT OF GOODWILL, TRADEMARKS AND TRADE NAMES

For good and valuable consideration, receipt of which is hereby acknowledged, LIFE ED, a Colorado nonprofit corporation, formerly known as Life Education Fund of Colorado ("Assignor" herein), hereby sells, assigns and transfers to CARE NET, a Virginia nonprofit corporation, with offices at 109 Carpenter Drive, Suite 100, Sterling, Virginia ("Assignee" herein), all of Assignor's right, title, and interest in and to the goodwill, trademarks, and trade names associated with the business of Assignor, including but not limited to the trademarks and trade names described in the attached Exhibit A, which exhibit is incorporated herein as if the contents were set forth herein.

Assignor covenants with the Assignee that it is the lawful owner of all rights pertaining to the property herein assigned and that Grantor has full right and authority to convey said property, limited only by any pending governmental approval.

Executed as of the 28th day of March, 2005.


ATTEST:



Mary Louder, Secretary

ASSIGNOR:

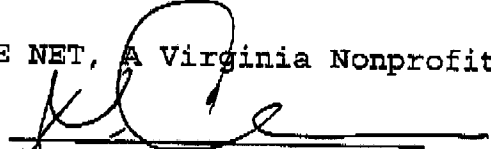
LIFE ED, A Colorado
Nonprofit Corporation

By: 

Warren L. Williams
President

ACCEPTED BY ASSIGNEE:

CARE NET, A Virginia Nonprofit Corporation

By: 

Kurt Entsminger
President

TRADEMARK

REEL: 003524 FRAME: 0749

EXHIBIT A
To Assignment of Goodwill, Trademarks,
and Trade Names

1. LIFE ED PRO-KNOWLEDGE and related design, Application Serial No. 78162448, U.S. Patent and Trademark Office.
2. LIFE ED, Application Serial No. 78129999, U.S. Patent and Trademark Office.
3. LIFE ED PRO-KNOWLEDGE, Registration No. 2823102, U.S. Patent and Trademark Office.
4. PRO-KNOWLEDGE