

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph J Sparling		04/09/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MindNurture, Inc.		
Street Address:	5151 Wisconsin Avenue, NW		
Internal Address:	Suite 300		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20016		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77039234	LEARNINGGAMES	
Registration Number:	3046893	MINDNURTURE	
Registration Number:	2999145	CRADLE TO CLASSROOM	
CORRESPONDENCE DATA			
Fax Number:	(202)887-0763		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-887-1500		
Email:	trademark-dc@mofo.com		
Correspondent Name:	Christopher E. George		
Address Line 1:	2000 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 5500		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	59734-5		
NAME OF SUBMITTER:	Attorney for Assignee		

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Signature:

/Christopher E. George/

Date:

05/03/2007

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK AND TRADENAME

WHEREAS, Joseph J. Sparling whose address is 212 Spring Lane, Chapel Hill, North Carolina, 27514 (hereinafter referred to as "Assignor"), is the owner of and has all rights, title and interest in and to the following registered and unregistered trademarks:

- 1) Cradle To Classroom
Registered US Patent & Trademark Office Principal Register: 9/20/2005
Serial Number: 78356043
Registration Number: 2999145

- 2) MindNurture
Registered US Patent & Trademark Office Principal Register: 1/17/06
Serial Number: 78377128
Registration Number: 3046893

- 3) LearningGames
Filed US Patent & Trademark Office 11/8/2006
Serial Number: 77039234
Registration Pending

WHEREAS, MindNurture, Inc., a North Carolina business corporation (hereinafter referred to as "Assignee") is desirous of acquiring all Assignor's rights in the above-identified trademarks, together with the good will of the business associated therewith and symbolized thereby.

NOW, THEREFORE, for One Hundred Dollars and additional good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and sell to Assignee all of its right, title and interest in and to the above-identified trademarks together with the goodwill of the business associated therewith and symbolized thereby with all claims arising out of or relating to the use or ownership of said trademark, service mark, and/or trade name.

In connection with the above assignment, Assignor warrants that: (1) There is no undisclosed agreement, concession or litigation of any nature affecting the Trademarks; and (2) Assignor warrants to Assignee that he has full authority to sell, transfer and assign the rights set forth in this Agreement.

IT WITNESS WHEREOF, JOSEPH J. SPARLING, intending to be legally bound, has caused these presents to be executed this the 9th day of April, 2007.

Assignor:


JOSEPH J. SPARLING

Assignee:

MindNurture, Inc.

By: 
Kimberly Sparling, President