

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer by Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brainsqueeze, LLC		07/09/2007	LTD LIAB JT ST CO: UNITED STATES
RECEIVING PARTY DATA			
Name:	Whole Earth Catalog, Inc.		
Street Address:	1880 Lombard Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94123		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78779839	WHOLE EARTH CATALOG	
CORRESPONDENCE DATA			
Fax Number:	(619)557-0439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(619)557-0434		
Email:	debra@scheuflerlaw.com		
Correspondent Name:	Debra C. Scheufler		
Address Line 1:	1901 First Ave., Ste. 132		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Debra C. Scheufler		
Signature:	/dcscheufler/		
Date:	07/09/2007		

OP \$40.00 78779839

Total Attachments: 2

900081263

**TRADEMARK
 REEL: 003576 FRAME: 0551**

AGREEMENT FOR SALE OF TRADEMARK

This AGREEMENT is made on this 28 day of June, 2007, between Brainsqueeze, LLC ("Seller"), having a principal place of business at 525 East 72nd Street, Suite 401, New York, NY 10021, and Whole Earth Catalog, Inc. ("Buyer").

In consideration of the mutual promises made herein, the parties agree as follows:

I. RECITALS

A. Seller is the owner of a certain trademark consisting of the words "Whole Earth Catalog" and the United States Patent Trademark Office Application for registration thereof, identified by Serial Number 78/779839 ("the Trademark").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Trademark.

II. PURCHASE OF THE TRADEMARK

In consideration of the sum of fifteen hundred dollars (\$1,500.00), Buyer shall receive from Seller all of Seller's rights and interest in the Trademark.

III. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

IV. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

V. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

VI. SEVERABILITY

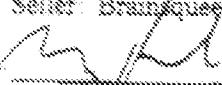
Each section, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term, or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions, and the

letter will continue to be given full force and effect and bind the parties. The invalid section, part, term, or provision shall be deemed not to be a part of this Agreement.

Whereas, I have read each of the foregoing sections of this Agreement, and hereby accept the terms and conditions set forth therein. My signature hereto serves as evidence of my promise to perform under each and every term and condition stated above.

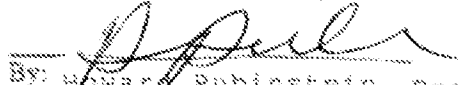
DATED: 6-27-07

Seller: BrainSqueezr, LLC


By: MIKE PERERA, President

DATED: 7/2/07

Buyer: Whole Earth Catalog, Inc.


By: Howard Rubinstein, President