

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Classwell Learning Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Curriculum Advantage, Inc.

Internal Address:

Street Address: 3885 Crestwood PKWY, Suite 200

City: Duluth State: GA ZIP: 30097

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

July 10, 2007

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,475,011

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lindsey Cook, CEO

Internal Address:

Street Address: 3884 Crestwood PKWY

Suite 200

City: Duluth State: GA ZIP: 30097

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 502517

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Victoria Garbe
Name of Person Signing

Victoria Garbe
Signature

7/10/07
Date

TRADEMARK

Total number of pages comprising cover sheet

CH \$40.00 502517 2475011

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, by Classwell Learning Group, Inc., a Delaware corporation ("Assignor"), in favor of Curriculum Advantage, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark and registration thereof in the United States Patent and Trademark Office listed on Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Assignee has acquired the entire business to which the trademark listed in Exhibit A pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignors right, title and interest in and to said trademark and the registration, together with the goodwill of the business symbolized by the trademark and the right to sue for any and all causes of action that may have accrued to Assignor up to and including the date hereof in connection with any infringement or dilution of the said trademark.

Assignor hereby irrevocably appoints Assignee, its successors and assigns, as true and lawful attorneys of Assignor to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to effectuate the intentions hereof.

Assignor agrees to execute all such instruments and take all such actions as Assignee, being advised by counsel, shall reasonably request to secure to Assignee, its successors and assigns the rights herein assigned.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, in accordance with the terms of this instrument to deliver to the Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent therewith.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Assignor has duly executed this Trademark Assignment on Assignor's behalf, to be effective as of the 10th day of July 2007.

CLASSWELL LEARNING GROUP, INC.

By: [Signature]
Name: Bill Bayers
Title: Vice President

Execution Date: July 10, 2007

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF SUFFOLK)

On this 10th day of July, 2007, before me personally came Bill Bayers known to me to be the VP of Classwell Learning Group, Inc. who executed the above instrument on behalf of the said corporation and acknowledged to me that the said corporation executed the same.

[Signature]

Notary Public

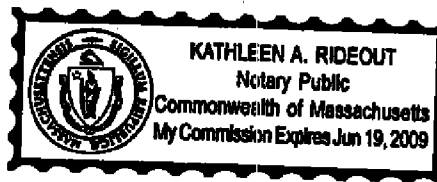


EXHIBIT A

Trademark Registration

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Class</u>
CLASSWORKS	2,475,011	August 7, 2001	9