

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 CONSORTIUM FOR INTERNATIONAL EDUCATION, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) MASSACHUSETTS

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?
 CAPA INTERNATIONAL EDUCATION No
 Name: FOUNDATION LIMITED PARTNERSHIP

Internal Address: _____
 Street Address: 50 FRANKLIN STREET, SECOND FLOOR
 City: BOSTON
 State: MASSACHUSETTS
 Country: USA Zip: 02110

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship MASSACHUSETTS
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :
 Execution Date(s) 06/20/2007

Assignment Merger
 Security Agreement Change of Name
 Other CORRECTIVE ASSIGNMENT - RECORDED AT REEL 003572, FRAME 0529

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,542,111

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: DAVID V. RADACK, ESQUIRE
 Internal Address: _____
ECKERT SEAMANS, CHERIN & MELLOTT, LLC
 Street Address: 600 GRANT STREET, 44TH FLOOR
 City: PITTSBURGH
 State: PA Zip: 15219
 Phone Number: 412-566-6777
 Fax Number: 412-566-6099
 Email Address: ipmail@eckertseamans.com

6. Total number of applications and registrations involved: 1


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 02-2556
 Authorized User Name Eckert Seamans

9. Signature:  _____

 Signature Date: _____ Date: 07/12/2007

David V. Radack
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

USPTO

7/3/2007 6:59:22 AM PAGE 4/005 Fax Server

NO: DAVID V. RADACK, ESQUIRE COMPANY: ECKERT SEAMANS CHERIN & MELLOTT, LLC

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/02/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>CONSORTIUM FOR INTERNATIONAL EDUCATION, LLC</td> <td></td> <td>06/19/2007</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	CONSORTIUM FOR INTERNATIONAL EDUCATION, LLC		06/19/2007	LIMITED LIABILITY COMPANY: DELAWARE																				
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CORRESPONDENCE DATA																															
Fax Number:	(412)566-6099																														
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																														
Phone:	(412) 566-6777																														
Email:	ipmail@eckertseamans.com																														
Correspondent Name:	DAVID V. RADACK, ESQUIRE																														
Address Line 1:	ECKERT SEAMANS CHERIN & MELLOTT, LLC																														
Address Line 2:	600 GRANT STREET, 44TH FLOOR																														
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219																														
ATTORNEY DOCKET NUMBER:	296338-00001																														
NAME OF SUBMITTER:	David V. Radack																														

CH 2542111 \$40.00

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TO: DAVID V. RADACK, ESQUIRE COMPANY: ECKERT SEAMANS CHERIN & MELLOTT, LLC

Signature:	/David V. Radack/
Date:	07/02/2007
Total Attachments: 3 source=296338-00001 PASSIGNMENT#page1.tif source=296338-00001 PASSIGNMENT#page2.tif source=296338-00001 PASSIGNMENT#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of June 20, 2007 (this "Assignment"), from Consortium for International Education, LLC, a Massachusetts limited liability company ("CIE"), to CAPA International Education Foundation Limited Partnership, a Massachusetts limited partnership (the "Purchaser").

WHEREAS, CIE, The CAPA Foundation, and the Purchaser have entered into an Asset Purchase Agreement, dated the date hereof (the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement);

WHEREAS, under the terms of the Asset Purchase Agreement, CIE assigned certain intellectual property of CIE to the Purchaser, and has agreed to execute this Assignment covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities; and

WHEREAS, the execution and delivery of this Assignment by CIE is a condition to the obligations of the Purchaser to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIE does hereby agree as follows:

SECTION 1. Assignment. CIE hereby sells, assigns, transfers, conveys, grants, bargains, sets over, releases, delivers, vests and confirms unto the Purchaser and its successors and assigns, forever, the entire right, title and interest of CIE in and to the United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, together with all goodwill associated therewith (the "Trademarks").

SECTION 2. Recordation. CIE authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Assignment.

SECTION 3. Governing Law. This Assignment shall be governed by the laws of the Commonwealth of Massachusetts.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Seller has caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

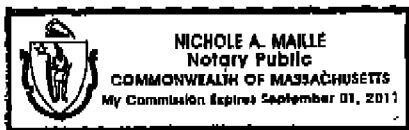
CONSORTIUM FOR INTERNATIONAL EDUCATION, LLC

By: [Signature]
Name: Desmond Maguire
Title: President

On this 19th day of June, 2007, before me, the undersigned notary public, personally appeared Desmond Maguire, proved to me through satisfactory evidence of identification, which was a license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Nichole Maille
Notary Public

My commission expires 9/1/2011



Schedule A
to Intellectual Property Assignment Agreement

“CAPA” service mark, Reg. No. 2,542,111, registered Feb. 26, 2002.