

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
Sylvan Learning, Inc.		06/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	eSylvan, LLC		
Street Address:	506 S. Central Avenue		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2548111	ESYLVAN	
Registration Number:	2628760	ESYLVAN.COM	
CORRESPONDENCE DATA			
Fax Number:	(703)610-8686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703)610-8694		
Email:	IPDocketing@MilesStockbridge.com		
Correspondent Name:	Miles & Stockbridge P.C.		
Address Line 1:	1751 Pinnacle Drive, Suite 500		
Address Line 2:	Ronald E. Shapiro		
Address Line 4:	McLean, VIRGINIA 22102-3833		
ATTORNEY DOCKET NUMBER:	G3732-54		
NAME OF SUBMITTER:	Ronald E. Shapiro		
Signature:	/Ronald E. Shapiro/		

CH \$65.00 2548111

Date:

08/02/2007

Total Attachments: 2

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ASSIGNMENT

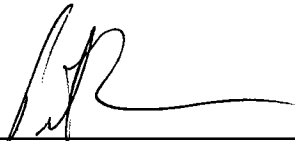
WHEREAS, Sylvan Learning, Inc. ("ASSIGNOR"), a corporation organized under the laws of the State of Delaware, whose business address is 1001 Fleet Street, Baltimore, Maryland 21202, owns the trademarks ("Marks") and the trademark registrations ("Registrations") listed on the attached Schedule A; and

WHEREAS, eSylvan, LLC ("ASSIGNEE"), a limited liability company organized under the laws of the State of Delaware, whose business address is 506 S. Central Avenue, Baltimore, Maryland 21202, desires to acquire all rights to the Marks, the Registrations, and the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and set over, and does, by this Assignment, sell, assign, transfer, and set over unto ASSIGNEE all rights to the Marks and the Registrations, together with the goodwill of the business symbolized by the Marks, and all claims for damages and profits for past infringement with the right to sue for and collect the same for the use and benefit of ASSIGNEE, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer or representative on the date written below.

SYLVAN LEARNING, INC.

By:  _____

Name: Peter J. Cohen

Title: President

Date: June 14, 2007

Schedule A

Esylvan (US)
Reg. # 2,548,111 (March 12, 2002)

Esylvan.com (US)
Reg. # 2,628,760 (October 1, 2002)