

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jack S. Ezon		06/14/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aspen Publishers, Inc.		
<b>Street Address:</b>	111 Eighth Avenue		
<b>Internal Address:</b>	Seventh Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1945412	E - Z RULES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)346-4444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-346-4246		
<b>Email:</b>	achud@goodwinprocter.com		
<b>Correspondent Name:</b>	Adam M. Chud, Esq., Goodwin Procter LLP		
<b>Address Line 1:</b>	901 New York Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001		
<b>NAME OF SUBMITTER:</b>	Adam M. Chud		
<b>Signature:</b>	/Adam M. Chud/		
<b>Date:</b>	08/10/2007		

Total Attachments: 3

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**TRADEMARK  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made this 14<sup>th</sup> day of June, 2007, by Jack S. Ezon (hereinafter "Assignor") for the benefit of Aspen Publishers, Inc., a Delaware corporation (hereinafter "Assignee").

WHEREAS, Assignor has adopted and used the trademark listed on the attached Schedule A (the "Trademark"), and of all of the goodwill of the business relating thereto;

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor and Assignee and others dated of even date herewith (the "Purchase Agreement"), Assignee is acquiring various assets including the Trademark, together with all of the goodwill of the business associated with the Trademark, from Assignor; and

In consideration of the good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, Assignor, intending to be legally bound, hereby represents and agrees as follows:

1. Assignor hereby assigns, transfers and conveys unto the Assignee, Assignor's entire right, title, and interest in and to the Trademark, and in and to all of the goodwill appurtenant thereto, together with all claims for damages by reason of infringement of same whether or not such claims arise prior to the date of this assignment, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor hereby requests the United States Patent and Trademark Office, as well as any foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademark, to record this Trademark Assignment. Assignor hereby further requests any and all registrations resulting from applications for the Trademark issue to Assignee as assignee of the entire interest.

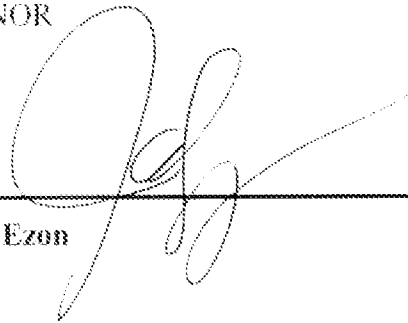
3. Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the reasonable request of the Assignee, Assignor will, at Assignee's expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers, and assurances as may be reasonably required by the Assignee (including the giving of testimony in the event of contested proceedings and providing information or otherwise assisting with a response to any U.S. Patent and Trademark Office refusal to register a claim to trademark protection) in order to assign, transfer, set over, and convey unto, and vest in, the Assignee, its respective successors and assigns, the Trademark, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto, and to assure the Assignee of the full benefits thereof.

4. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

5. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR

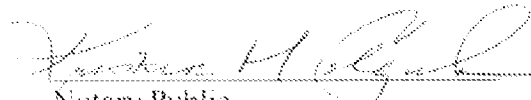


\_\_\_\_\_  
Jack S. Ezon

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On the 4<sup>th</sup> day of June in the year 2007, before me, the undersigned, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires April 11, 2011

KRISTIN M. COLQUHOUN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN SUFFOLK COUNTY  
REGISTRATION NO. 02005037732  
MY COMMISSION EXPIRES APRIL 11, 2011

SIGNATURE PAGE

Trademark Assignment

Schedule A

E- Z RULES (U.S. Reg. No. 1,945,412)

Trademark Assignment

**RECORDED: 08/10/2007**

**TRADEMARK  
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