

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Youth Leadership Forum, Inc.		07/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Astra, LLC		
Street Address:	1919 Gallows Road		
Internal Address:	Suite 700		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2389528	NATIONAL YOUTH LEADERSHIP FORUM	
Registration Number:	2389530	NATIONAL YOUTH LEADERSHIP FORUM COGNITIO DUCTUS	
Registration Number:	2622458	THE AMERICAN SOCIETY OF FUTURE PHYSICIANS	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-8546		
Email:	ajzottola@venable.com		
Correspondent Name:	A.J. Zottola (Venable LLP)		
Address Line 1:	575 7th Street, NW		
Address Line 2:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-9998		
ATTORNEY DOCKET NUMBER:	40643-182891		

CH \$90.00 2389528

NAME OF SUBMITTER:	A.J. Zottola (Venable LLP)
Signature:	/A.J. Zottola (Venable LLP)/
Date:	10/18/2007
Total Attachments: 4 source=int46F#page1.tif source=int46F#page2.tif source=int46F#page3.tif source=int46F#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment of Trademarks”) is made as of the 9th day of July, 2007, from NATIONAL YOUTH LEADERSHIP FORUM, INC., a Delaware corporation (“Assignor”) to ASTRA, LLC, a Maryland limited liability company (“Assignee”).

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”) made and entered into as of the 9th day of July, 2007; and

WHEREAS, in accordance with the Agreement, Assignor desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s respective worldwide right, title and interest in and to all of Assignor’s Trademarks (as defined in the Agreement) including, without limitation, the Trademarks listed in Schedule A annexed hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Trademarks including, without limitation, the Trademarks listed in Schedule A annexed hereto, any and all goodwill relating to the Trademarks and all rights to sue for past infringement of any Trademark and the right to collect and retain any proceeds therefrom, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the principles of conflicts of laws thereunder.

This Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

Nothing in this Assignment of Trademarks shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment of Trademarks as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Assignment of Trademarks and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Assignor expressly agrees to execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have each caused a duly authorized officer to execute this Assignment of Trademarks as of date first set forth hereinabove.

NATIONAL YOUTH LEADERSHIP FORUM, INC.:

By: [Signature]
Name: Alex Sloan
Title: President

State of Rhode Island)
City of New Shoreham)

On this 6th day of July, 2007, before me, Paul M. Heintz personally appeared J. Alexander Sloan of National Youth Leadership Forum, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Expiration: 08/07/09

Accepted:

ASTRA, LLC:

By: _____
Name: Richard Rossi
Title: General Manager

IN WITNESS WHEREOF, Assignor and Assignee have each caused a duly authorized officer to execute this Assignment of Trademarks as of date first set forth hereinabove.

NATIONAL YOUTH LEADERSHIP FORUM, INC.:

By: _____
Name: Alex Sloan
Title: President

State of _____)
City of _____)

On this ___ day of July, 2007, before me, _____, personally appeared _____ of National Youth Leadership Forum, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal. _____
Notary Public

Accepted:

ASTRA, LLC:

By: _____
Name: Richard Rossi
Title: General Manager

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**SCHEDULE A
TO ASSIGNMENT OF TRADEMARKS**

No.	Trademark	Class	Date of First Use	Filing Date Serial No.	Reg. Date Reg. No.	Principal/ Supplemental Registration	Comments/Action Items
1	NATIONAL YOUTH LEADERSHIP FORUM	041	09/16/1991	05/10/1999 75/701,394	9/26/2000 2,389,528	Principal	8 & 15 Affidavit filed 04/27/2006 Renewal due 09/26/2010
2	*NATIONAL YOUTH LEADERSHIP FORUM COGNITO DUCTUS & Design	041	12/16/1998	05/10/1999 75/701,990	09/26/2000 2,389,530	Principal	8 & 15 Affidavit filed 05/08/2006 Renewal due 09/26/2010
3	THE AMERICAN SOCIETY OF FUTURE PHYSICIANS	042	06/29/2001	06/25/2001 76/275,748	09/17/2002 2,622,458	Supplemental	8 & 15 Affidavit due 09/17/2008

* In trademark parlance, a mark that includes words or letters in combination with a design is referred to as "_____ & Design" but the actual registration depicts an image of the mark.