

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Justinian, LLC		12/21/2004	LIMITED LIABILITY COMPANY: SAINT KITTS AND NEVIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Hudson Enterprises, Ltd.
<b>Street Address:</b>	227 W. Monroe
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Ltd.: SAINT KITTS AND NEVIS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	76537133	SOCRATES
Serial Number:	78349207	SOCRATES
Serial Number:	76572894	
Serial Number:	76612169	

**CORRESPONDENCE DATA**

Fax Number: (312)456-8435  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Email: silvermanh@gtlaw.com  
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 Address Line 2: Greenberg Traurig, LLP - Suite 2500  
 Address Line 4: Chicago, ILLINOIS 606011732

CH \$115.00 76537133

ATTORNEY DOCKET NUMBER:	72230.010200
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	11/01/2007
Total Attachments: 4 source=JustinianHudsonAssignment#page1.tif source=JustinianHudsonAssignment#page2.tif source=JustinianHudsonAssignment#page3.tif source=JustinianHudsonAssignment#page4.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, **Justinian, LLC**, a Nevis limited liability company ("Assignor"), has agreed to sell and assign to **Hudson Enterprises, Ltd.**, a Nevis corporation ("Assignee"), its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to all of its trademarks used or useful in the business of Socrates Media, LLC, either registered, pending or at common law, including, without limitation, the trademarks identified on Exhibit A attached hereto (collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and/or future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

*[signature page follows]*

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 21<sup>st</sup> day of December 2004.

**HUDSON ENTERPRISES, LTD.**

By: William A. Lederer  
printed name: William A. Lederer

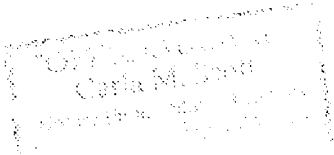
Title: President

NOTARIAL CERTIFICATE

State of: Illinois)  
County of: Cook) SS.

Subscribed and sworn to before me this 21<sup>st</sup> day of December, 2004.

Notary Public: Carla M. Smith My commission expires: 10/24/06  
(signature)



**JUSTINIAN, LLC**

By: Poseidon Management, Ltd.  
Its: Manager

By: William A. Lederer  
printed name: William A. Lederer

Title: President

NOTARIAL CERTIFICATE

State of: Illinois)  
County of: Cook) SS.

Subscribed and sworn to before me this 21<sup>st</sup> day of December, 2004.

Notary Public: Carla M. Smith My commission expires: 10/24/06  
(signature)



**EXHIBIT A**

MARK	APPLICATION NO./ FILING DATE	REGISTRATION NO./REG. DATE	COUNTRY	STATUS
Socrates	76/537133 8/13/2003		USA	Pending
Socrates	1203038 1/9/2004		Canada	Pending
Socrates	2353091 1/9/2004	2353091 6/4/2004	United Kingdom	Registered
Socrates	988541 2/10/2004	988541 2/10/2004	Australia	Registered
Socrates		708023 8/12/2004	New Zealand	Registered
Socrates	003661188 2/11/2004		European Union	Pending
Socrates	1272138 3/12/2004		India	Pending
Socrates	2004101642 2/5/2004		South Africa	Pending
Socrates	713708 6/10/2004	713708 12/16/2004	New Zealand	Registered
Socrates	003892882 6/18/2004		European Union	Pending
Socrates	200409353 6/9/2004		South Africa	Pending
Socrates	972909 10/2/2003	972909 10/2/2003	Australia	Registered
Socrates	1295616 7/12/2004		India	Pending
Socrates	1224407 7/21/2004		Canada	Pending

Socrates	702581 10/3/2003	702581 4/5/2004	New Zealand	Registered
Socrates	2003117333 10/2/2003		South Africa	Pending
Socrates	1241885 10/8/2003		India	Pending
Socrates	1192929 10/7/2003		Canada	Pending
Socrates	003515293 10/31/2003		European Union	Pending
Socrates	200317334 6/9/2004		South Africa	Pending
Socrates	78/349207 1/8/2004		USA	Pending
Miscellaneous Design (Socrates)	76/572894 1/30/2004		USA	Pending
Miscellaneous Design (Socrates)	1214161 4/21/2004		Canada	Pending
Miscellaneous Design (Socrates)	2357911 3/9/2004	2357911 8/20/2004	United Kingdom	Registered
Miscellaneous Face Design	1230581 9/16/2004		Canada	Pending
Miscellaneous Face Design	76/612169 9/15/2004		USA	Pending
Miscellaneous Face Design	004042545 9/22/2004		European Union	Pending