

**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   |                       |                                    |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                    |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                 |
| Hudson Enterprises, Ltd.         |  | 11/15/2007            | CORPORATION: SAINT KITTS AND NEVIS |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                    |
| <b>Name:</b>                     | Socrates Media, LLC  |                       |                                    |
| <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>              | LIMITED LIABILITY COMPANY: DELAWARE  |                       |                                    |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                                    |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                    |
| Registration Number:             | 2972109  | SOCRATES              |                                    |
| Registration Number:             | 2958678  | SOCRATES              |                                    |
| Registration Number:             | 3066397  |                       |                                    |
| Serial Number:                   | 76612169   |                       |                                    |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                    |
| <b>Fax Number:</b>               | (312)456-8435  |                       |                                    |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                    |
| <b>Phone:</b>                    | 3124568400   |                       |                                    |
| <b>Email:</b>                    | silvermanh@gtlaw.com   |                       |                                    |
| <b>Correspondent Name:</b>       | Howard E. Silverman  |                       |                                    |
| <b>Address Line 1:</b>           | 77 W. Wacker Drive   |                       |                                    |
| <b>Address Line 2:</b>           | Greenberg Traurig, LLP - Suite 2500  |                       |                                    |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 606011732  |                       |                                    |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 72230.010200   |                       |                                    |

CH \$115.00 2972109

|  |                       |
|--|-----------------------|
| NAME OF SUBMITTER:   | Howard E. Silverman   |
| Signature:   | /Howard E. Silverman/ |
| Date:  | 11/20/2007            |
| Total Attachments: 4<br>source=TMAssignmentHudsonSocrates#page1.tif<br>source=TMAssignmentHudsonSocrates#page2.tif<br>source=TMAssignmentHudsonSocrates#page3.tif<br>source=TMAssignmentHudsonSocrates#page4.tif |                       |

## TRADEMARK ASSIGNMENT

WHEREAS, **Hudson Enterprises, Ltd.**, a Nevis corporation, ("Assignor"), sold and assigned to **Socrates Media, LLC**, a Delaware limited liability company ("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 15<sup>th</sup> day of November 2007.

**HUDSON ENTERPRISES, LTD.**

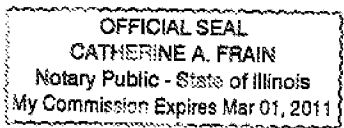
By: *[Signature]*  
printed name:  
Title: President

NOTARIAL CERTIFICATE

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

Subscribed and sworn to before me this 15<sup>th</sup> day of November, 2007.

Notary Public: *[Signature]* My commission expires:  
3-1-2011  
(signature)



**SOCRATES MEDIA, LLC**

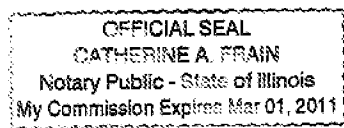
By: *[Signature]*  
printed name:  
Title: Chief Executive Officer

NOTARIAL CERTIFICATE

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

Subscribed and sworn to before me this 15<sup>th</sup> day of November, 2007.

Notary Public: *[Signature]* My commission expires:  
3-1-2011  
(signature)



**EXHIBIT A**

| MARK     | APPLICATION NO./ FILING DATE | REGISTRATION NO./REG. DATE | COUNTRY        | STATUS                  |
|----------|------------------------------|----------------------------|----------------|-------------------------|
| Socrates | 76/537133<br>8/13/2003       | 2,972,109<br>7/19/2005     | USA            | Registered              |
| Socrates | 1203038<br>1/9/2004          | 645856<br>8/17/2005        | Canada         | Registered              |
| Socrates | 2353091<br>1/9/2004          | 2353091<br>6/4/2004        | United Kingdom | Registered              |
| Socrates | 988541<br>2/10/2004          | 988541<br>2/10/2004        | Australia      | Registered              |
| Socrates | 2/5/2004                     | 708023<br>8/12/2004        | New Zealand    | Registered              |
| Socrates | 003661188<br>2/11/2004       |                            | European Union | Abandoned<br>3/7/2006   |
| Socrates | 1272138<br>3/12/2004         | 1272138<br>1/27/2006       | India          | Registered              |
| Socrates | 2004101642<br>2/5/2004       |                            | South Africa   | Pending                 |
| Socrates | 713708<br>6/10/2004          | 713708<br>12/16/2004       | New Zealand    | Registered              |
| Socrates | 003892882<br>6/18/2004       | 003892882<br>10/19/2005    | European Union | Registered              |
| Socrates | 200409353<br>6/9/2004        |                            | South Africa   | Pending                 |
| Socrates | 972909<br>10/2/2003          | 972909<br>10/2/2003        | Australia      | Registered              |
| Socrates | 1295616<br>7/12/2004         | 1295616<br>1/12/2006       | India          | Registered              |
| Socrates | 1224407<br>7/21/2004         |                            | Canada         | Abandoned<br>11/18/2005 |

|                                    |                         |                        |                   |                         |
|------------------------------------|-------------------------|------------------------|-------------------|-------------------------|
| Socrates                           | 702581<br>10/3/2003     | 702581<br>4/5/2004     | New Zealand       | Registered              |
| Socrates                           | 2003117333<br>10/2/2003 |                        | South Africa      | Pending                 |
| Socrates                           | 1241885<br>10/8/2003    | 1241885<br>3/20/2006   | India             | Registered              |
| Socrates                           | 1192929<br>10/7/2003    | 674286<br>10/5/2006    | Canada            | Registered              |
| Socrates                           | 003515293<br>10/31/2003 |                        | European<br>Union | Abandoned<br>10/21/2005 |
| Socrates                           | 200317334<br>6/9/2004   |                        | South Africa      | Pending                 |
| Socrates                           | 78/349207<br>1/8/2004   | 2,958,678<br>5/31/2005 | USA               | Registered              |
| Socrates                           | 702581<br>10/3/2003     | 702581<br>04/05/2004   | New Zealand       | Registered              |
| Miscellaneous Design<br>(Socrates) | 76/572894<br>1/30/2004  | 3,066,397<br>3/7/2006  | USA               | Registered              |
| Miscellaneous Design<br>(Socrates) | 1214161<br>4/21/2004    | 640589<br>5/26/2005    | Canada            | Registered              |
| Miscellaneous Design<br>(Socrates) | 2357911<br>3/9/2004     | 2357911<br>8/20/2004   | United<br>Kingdom | Registered              |
| Miscellaneous Face<br>Design       | 1230581<br>9/16/2004    |                        | Canada            | Pending                 |
| Miscellaneous Face<br>Design       | 76/612169<br>9/15/2004  |                        | USA               | Pending                 |
| Miscellaneous Face<br>Design       | 004042545<br>9/22/2004  | 004042545<br>7/28/2006 | European<br>Union | Registered              |