

**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>
JDV Online, LLC		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Career Education Corporation		11/30/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jupiterimages Corporation		
<b>Street Address:</b>	23 Old Kings Highway South		
<b>City:</b>	Darien		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06820		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78741684	BLISH.COM	
<b>Serial Number:</b>	78692505	BLISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)665-4686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-662-2964		
<b>Email:</b>	eplitzuweit@jupitermedia.com		
<b>Correspondent Name:</b>	Elizabeth Plitzuweit		
<b>Address Line 1:</b>	23 Old Kings Highway South		
<b>Address Line 4:</b>	Darien, CONNECTICUT 06820		
<b>NAME OF SUBMITTER:</b>	Elizabeth Plitzuweit		
<b>Signature:</b>	/Elizabeth Plitzuweit/		
<b>Date:</b>	12/03/2007		

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**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made as of the 30<sup>th</sup> day of November, 2007 by and among Jupiterimages Corporation ("Assignee"), an Arizona corporation having an address at 23 Old Kings Highway South, Darien, Connecticut 06820, Career Education Corporation, a Delaware corporation ("Assignor") and JDV Online, LLC, a Delaware limited liability company and wholly owned subsidiary of Assignor ("JDV"). Reference is made to that certain Asset Purchase Agreement, dated November 30, 2007 (the "Asset Purchase Agreement") by and between Assignee and JDV. Capitalized terms not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, Assignor has intended to use in the Business the trademarks and service marks listed on the attached Schedule A, and has filed trademark registration applications in the United States Patent & Trademark Office pertaining thereto, and desires to assign to Assignee, as successor in interest to the Business of Assignor and JDV, any and all rights, title and interest it may have in said trademarks and service marks, any resulting registrations therefor, any common law rights associated therewith, together with any goodwill it may have arising from the use of and symbolized by said trademarks, and service marks, and all such rights existing in any jurisdiction (collectively, the "Trademarks");

WHEREAS, JDV is a party to that certain Asset Purchase Agreement, pursuant to which JDV has agreed to sell to Assignee the Purchased Assets (as defined in the Asset Purchase Agreement) of JDV, relating to the Business (as defined in the Asset Purchase Agreement) and all of JDV's right, title and interest therein and related thereto, including, without limitation, the Trademarks; and

WHEREAS, Assignor and JDV now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, Assignor and JDV do hereby assign, sell, transfer and convey to Assignee, its successors and assigns, any right, title, and interest it may have in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including the right to license the Trademarks to others, the portion of the business of Assignor to which the intent-to-use applications pertain, together with the right to sue, counterclaim, and to recover damages and profits and all other remedies for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and any income, royalties, damages, and payments now or hereafter due or payable by any third party with respect to the Trademarks.

Assignor and JDV hereby agree to execute, upon the reasonable request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee this Trademark Assignment with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

Assignor hereby represents and warrants to Assignee:

- a) Upon execution of this Trademark Assignment, Buyer will have acquired good and marketable title in and to each of the Trademarks, free and clear of all liens.
- b) To Assignor's knowledge, there are no conflicts with or infringements of the Trademarks by any third party and the Trademarks have not been or are not now involved in any opposition, invalidation or cancellation proceeding initiated before any governmental agency or other applicable authority and, to Assignor's knowledge, no such action is threatened with respect to any of the Trademarks.
- c) There is no claim, suit, action or proceeding pending, or to Assignor's knowledge, threatened alleging any conflict or infringement of any third party's rights with respect to the Trademarks or challenging the ownership, use, validity or enforceability of the Trademarks.
- d) No former or present employee, officer, director, member, stockholder or consultant of Assignor holds any right, title or interest directly or indirectly, in whole or in part, to any of the Trademarks.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

**JDV:**


JDV ONLINE, LLC

By:  \_\_\_\_\_

Name: Michael J. Graham  
Title: Manager

**ASSIGNOR:**

CAREER EDUCATION CORPORATION

By:  \_\_\_\_\_

Name: Michael J. Graham  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

**ASSIGNEE:**

JUPITERIMAGES CORPORATION

By: \_\_\_\_\_

Name: Christopher S. Cardell  
Title: Secretary

*[Signature Page to the Trademark Assignment]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

**JDV:** JDV ONLINE, LLC

By: \_\_\_\_\_

Name: Michael J. Graham  
Title: Manager

**ASSIGNOR:** CAREER EDUCATION CORPORATION

By: \_\_\_\_\_

Name: Michael J. Graham  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

**ASSIGNEE:** JUPITERIMAGES CORPORATION

By: 

Name: Christopher S. Cardell  
Title: Secretary

*[Signature Page to the Trademark Assignment]*

**SCHEDULE A**

**Trademarks**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
BLISH.COM	78/741,684	October 27, 2005
BLISH	78/692,505	August 15, 2005