

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astra, LLC		12/06/2007	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Envision EMI, LLC		
Street Address:	1919 Gallows Road		
Internal Address:	Suite 700		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	40643.251422		

CH \$90.00 2389528

NAME OF SUBMITTER:	A.J. Zottola (Venable LLP)
Signature:	/A.J. Zottola (Venable LLP)/
Date:	12/12/2007
Total Attachments: 3 source=ASSIGNMENT OF TRADEMARKS#page1.tif source=ASSIGNMENT OF TRADEMARKS#page2.tif source=ASSIGNMENT OF TRADEMARKS#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment of Trademarks**”) is made as of the 6th day of December, 2007, from ASTRA, LLC, a Maryland limited liability company (“**Assignor**”) to ENVISION EMI, LLC, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignee and Assignor are parties to that certain Asset Transfer Agreement (the “**Agreement**”) made and entered into as of December 6, 2007; and

WHEREAS, in accordance with the Agreement, Assignor desires 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 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.

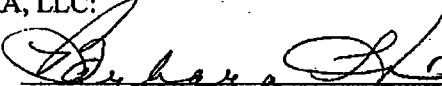
Assignor expressly agrees to execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Trademarks to Assignee.

[Signatures appear on the following page]

[Signature Page for Assignment of Trademarks]

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.

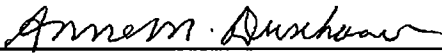
ASTRA, LLC:

By: 
Name: Barbara Harris
Title: General Manager

State of Virginia)
City of Vienna)

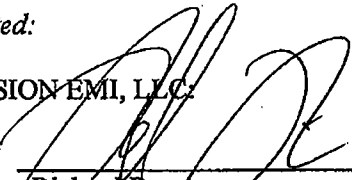
On this __ day of December, 2007, before me, Barbara Harris, personally appeared General Manager of ASTRA, LLC, a Maryland limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which she acted, executed the instrument.

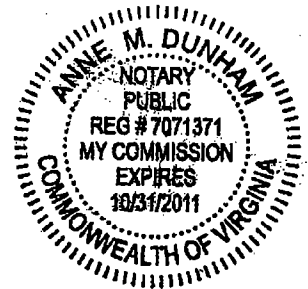
WITNESS my hand and official seal.


Notary Public

Accepted:

ENVISION EMI, LLC:

By: 
Name: Richard Rossi
Title: General Manager



**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.

BA0DOCSI-#195589-v1-Envision__Astra_Trademark_assignment