

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
Martin D. Fletcher		02/28/2007	a U.S. citizen: MICHIGAN
RECEIVING PARTY DATA			
Name:	Quantum Learning Technologies, Inc.		
Street Address:	11677 West Lane		
City:	Whitmore Lake		
State/Country:	MICHIGAN		
Postal Code:	48189		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78499722	SKATEKIDS	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	FLETCHER, MARTIN		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		
Date:	04/15/2008		

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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Assignment Agreement (“Agreement”) is between Martin D. Fletcher (“Assignor”), and Quantum Learning Technologies, Inc. (“Assignee”). This Agreement is effective on February 28, 2007 (“Effective Date”).

2. **Assignment.** Assignor owns all right, title and interest in and to the assets and materials identified on Exhibit A to this Agreement (the “Assigned Assets”). For payment of \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the signing of this Agreement, Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee Assignor’s entire right, title and interest, including, but not limited to, all Intellectual Property Rights, in and to the Assigned Assets.

3. **Intellectual Property Rights.** For the purpose of this Agreement the term “Intellectual Property Rights” means, as applicable:

(a) All United States and foreign patent applications, and letters patent, including, but not limited to, (i) any and all inventions and improvements described and claimed therein, and patentable inventions and all patents issuing therefrom or otherwise corresponding thereto; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and (iv) any and all know-how and other rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto or to the technology related to the manufacture or use of any Assigned Asset;

(b) All United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether statutory or common law, including, but not limited to, the underlying business associated with each such mark, all goodwill associated with each such mark, all goodwill associated with the goods and/or services to which they pertain, all trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, but not limited to, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and (4) any and all other rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) All United States and foreign copyrights, whether or not registered, and all applications for registration of all copyrights, including, but not limited to, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and (iii) any and all other rights corresponding thereto and all modifications,

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adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto;

(d) All mask works, trade secrets, Internet domain names, industrial design registrations and applications for registration, and any and all other proprietary rights covering or otherwise related to any and all Assigned Assets, processes for manufacture of an Assigned Asset and/or the use of an Assigned Asset; and

(e) Any and all rights to manufacture, have manufactured, use, sell, offer to sell, reproduce, copy, create derivative works of, create improvements to, modify, enhance, adapt, translate, disassemble, decompile, reverse engineer, distribute, digitally transmit, publicly distribute, publicly display, and publicly perform any and all Assigned Assets.

4. **Broad Interpretation.** The above definition of Intellectual Property Rights is intended to be construed broadly and include, without limitation, all currently existing intellectual property and intellectual property rights as well as all future intellectual property and intellectual property rights created and/or enacted through international, federal and/or state legislation.

5. **No Liens.** All of the assignments, sales, transfers and conveyances in this Agreement are made by Assignor free and clear of all liabilities, obligations, liens, pledges, mortgages, security interests or other encumbrances of any kind.

6. **Assistance.** Assignor agrees to provide, at no additional cost, whatever assistance is required by Assignee to perfect their interests in the Assigned Assets, including, but not limited to, cooperation with Assignee's attorneys in the preparation of applications for copyright, patent and/or trademark protection of the Assigned Assets, and the transfer of all Internet domain name registrations.

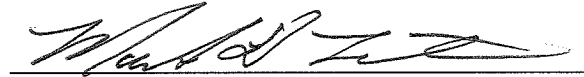
7. **Representations and Warranties.** Assignor represents and warrants that it is the owner of the Assigned Assets and has not assigned, licensed, or pledged the Assigned Assets and/or the Intellectual Property Rights to any third party; and that, to Assignor's knowledge, the Assigned Assets and Intellectual Property Rights do not infringe the rights of third parties.

8. **General Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns.

[Signature Page Follows]

AGREED AND ACCEPTED:

Assignor



Martin D. Fletcher

Assignee

QUANTUM LEARNING TECHNOLOGIES, INC.

By: 

Alan Aldworth

Its: President