

**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>
Lynda.com, LLC		05/13/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lynda.com Inc.		
<b>Street Address:</b>	4171 Market Street, Suite C		
<b>City:</b>	Ventura		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93003-8300		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2556717	H·O·T	
Registration Number:	2613079	LYNDA.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)988-7702		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(805) 988-8333		
<b>Email:</b>	mclark@nchc.com		
<b>Correspondent Name:</b>	Meghan B. Clark		
<b>Address Line 1:</b>	P.O. Box 9100		
<b>Address Line 4:</b>	Oxnard, CALIFORNIA 93031-9100		
<b>ATTORNEY DOCKET NUMBER:</b>	2 TMS LYNDA.COM		
<b>NAME OF SUBMITTER:</b>	Meghan B. Clark		
<b>Signature:</b>	/meghan clark/		

OP \$65.00 2556717

Date:

05/15/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

WHEREAS, Lynda.com, LLC, a California limited liability company having its principal place of business at 305 E. Matilija Street, Suite 201, Ojai, California 93023 ("**Assignor**") is the owner of the U.S. trademarks commonly referred to as H•O•T and LYNDA.COM (U.S. Registration Nos. 2,556,717 and 2,613,079), listed on the attached Schedule A (the "**Trademarks**");

WHEREAS, in connection with the formation of Lynda.com Inc., a California corporation ("**Assignee**"), and the dissolution of Assignor, Assignor is assigning said Trademarks and the other assets and goodwill of Assignor's business to Assignee;

NOW, THEREFORE, in consideration of Assignee's acquisition of certain assets of Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


1. Assignor hereby assigns to Assignee, all right, title, and interest in and to said Trademarks, together with the goodwill of the business to which the Trademarks pertains, throughout the world, as required by 15 U.S.C. Sec. 1060 along with the right to recover for damages and profits for any past, present, or future infringements thereof.

2. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Trademarks to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor, all at the expense of Assignor.

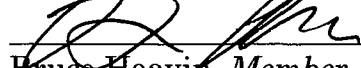
Executed to be effective January 20, 2000, at Ventura, California.

LYNDA.COM, LLC,  
a California limited liability company

Date: 5-13-08

By:   
Lynda Weinman, *Member*

Date: 5-13-08

By:   
Bruce Heavin, *Member*

**"Assignor"**

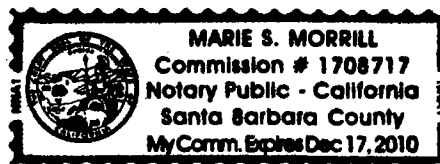
STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF VENTURA        )

On May 13, 2008, before me, Marie S. Morrill, Notary Public, personally appeared **LYNDA WEINMAN** and **BRUCE HEAVIN**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

We certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marie S. Morrill



**TRADEMARK ASSIGNMENT****Registered Trademarks**

<b>Trademarks</b>	<b>Registration No.</b>	<b>Goods and Services</b>
<b>1) H·O·T</b>	<b>2,556,717</b>	<b>International Class 016 U.S. Classes 002, 005, 022, 023, 029, 037, 038 and 050 Goods &amp; Services: Educational books in the field of computers.</b>
<b>2) LYND.A.COM</b>	<b>2,613,079</b>	<b>International Class 016 U.S. Classes 002, 005, 022, 023, 029, 037, 038 and 050 Goods &amp; Services: Books used for computer training purposes, excluding books about how to develop computer programs.</b>