

TRADEMARK ASSIGNMENT

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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
LAWRENCE Fisher		07/29/2008	INDIVIDUAL:
Lesley Epstein		07/29/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Knowledge Learning Corporation		
Street Address:	650 N.E. Holladay Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78960164	CAMBRIDGE SCHOOLS	
Registration Number:	1683354	CAMBRIDGE LEARNING CENTRE	
Registration Number:	3298089	CAMP CAMBRIDGE	
Registration Number:	2842138	CAMBRIDGE ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	(215)701-2171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-665-2771		
Email:	sschwartz@cozen.com		
Correspondent Name:	Scott Schwartz		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	126706		
NAME OF SUBMITTER:	Scott B. Schwartz		

CH \$115.00 78960164

Signature:	/Scott B Schwartz/
Date:	07/30/2008
Total Attachments: 4 source=Trademark Assignment Agreement (Fully Executed)#page1.tif source=Trademark Assignment Agreement (Fully Executed)#page2.tif source=Trademark Assignment Agreement (Fully Executed)#page3.tif source=Trademark Assignment Agreement (Fully Executed)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and effective this July 29, 2008 (the "Effective Date") by and between **Lawrence Fisher**, an individual with an address of 6262 NW 23rd Street, Boca Raton, Florida 33434, **Lesley Epstein**, an individual with an address of 7100 NW 126th Terrace, Parkland, Florida 33076, **Cambridge Education, Inc.**, d/b/a **The Cambridge Schools**, a Florida corporation with an address of 3111 University Drive, #720, Coral Springs, Florida 33065, **Pines Learning Centre, Inc.**, a Florida corporation with an address of 17770 SW 2nd Street, Pembroke Pines, Florida 33029, **Sawgrass Learning Centre, Inc.**, a Florida corporation with an address of 6100 Corral Ridge Drive, Coral Springs, Florida 33076, **Wellington Learning Centre, Inc.**, a Florida corporation with an address of 1920 Royal Fern Drive, Wellington, Florida 33414, **Weston Learning Centre, Inc.**, a Florida corporation with an address of 2550 Glades Circle Road, Weston, Florida 33327, (with all of the foregoing individuals and entities together the "Assignor") and **Knowledge Learning Corporation**, a Delaware corporation with a place of business at 650 N.E. Holladay Street, Portland, Oregon 97232 (the "Assignee").

WHEREAS, Assignor is the owner of the trademark(s) identified in Exhibit A and any and all associated trademark applications and/or registrations therefor (the "Marks") and the domain name www.cambridge123.com (the "Domain Name"), and

WHEREAS, Assignee is desirous of acquiring the Marks and the Domain Name, all of the good will associated with the Marks and the Domain Name, and any and all applications and registrations thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks and the Domain Name, all choses in action (including the right to bring suit for past infringement of the Marks and the Domain Name), together with the good will of the business symbolized by the Marks and the Domain Name, any fictitious name registrations, and any applications and registrations therefor.

Assignor further agrees that within 48 hours after the Effective Date, the parties shall work together to effect the transfer of ownership of the Domain Name to Assignee and each party shall provide the other with such information, including but not limited to user names, passwords, and/or account information as is necessary to electronically effect the transfer of the Domain Name. Assignor further agrees and consents that this Agreement shall serve as the request to transfer the Domain Name to the Assignee and that this Agreement may be submitted in connection with such assignment in the event that the Domain Name is not transferred to Assignee as required by this Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNORS

ASSIGNEE

LAWRENCE FISHER

KNOWLEDGE LEARNING CORPORATION

By: Lawrence Fisher

By: John A. Muskovich

LESLEY EPSTEIN

Name: John A. Muskovich

By: Lesley M. Epstein

Title: Executive Vice President,
Chief Financial Officer

CAMBRIDGE EDUCATION, INC.

By: Lesley M. Epstein

Name: Lesley M. Epstein

Title: President

PINES LEARNING CENTRE, INC.

By: Lawrence Fisher

Name: LAWRENCE FISHER

Title: DIRECTOR/PRESIDENT

SAWGRASS LEARNING CENTRE, INC.

By: Lesley M. Epstein

Name: Lesley M. Epstein

Title: President

WELLINGTON LEARNING CENTRE, INC.

By: Lesley M. Epstein

Name: Lesley M. Epstein

Title: President

WESTON LEARNING CENTRE, INC.

By: Lawrence Fisher

Name: LAWRENCE FISHER

Title: DIRECTOR/PRESIDENT

Exhibit A

Trademarks

Mark	Serial No.	Reg. No.
CAMBRIDGE LEARNING CENTRE	74/112,144	1,683,354
CAMP CAMBRIDGE	78/960,156	3,298,089
CAMBRIDGE ACADEMY	76/272,706	2,842,138
CAMBRIDGE SCHOOLS	78/960,164	N/A
CAMBRIDGE	Common Law	
CAMBRIDGE123.COM	Common Law	

Domain Name

www.cambridge123.com