

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/20/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sylvan Learning, Inc.		08/19/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Catapult Learning, LLC
Street Address:	1001 Fleet Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2638273	CAREER STARTERS

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2023444000
 Email: mbharrison@venable.com, rliebowitz@venable.com
 Correspondent Name: Mark B. Harrison
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 Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:	42328-191385
NAME OF SUBMITTER:	Mark B. Harrison
Signature:	/mark b. harrison/

CH \$40.00 2638273

Date:

08/25/2008

Total Attachments: 1

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NUNC PRO TUNC ASSIGNMENT

WHEREAS, Sylvan Learning, Inc., (hereinafter "Assignor"), a Delaware corporation with an address at 1001 Fleet Street, Baltimore, Maryland 21202 was, on March 20, 2008, the owner of the U.S. Trademark Registration Number 2,638,273 and of the trademark shown in said registration, and of the goodwill of the business symbolized by said mark;

AND WHEREAS, Catapult Learning, LLC, (hereinafter "Assignee"), a Delaware limited liability company with an address at 1001 Fleet Street Baltimore, MD 21202, is desirous of acquiring the entire right, title and interest in and to the said trademark registration, the trademark shown in said registration, the goodwill of the business symbolized by said mark, and the right to sue for past infringements;

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby assign, sell and transfer unto the said Assignee the entire right, title and interest in and to the said trademark registration, and the trademark shown in the said registration, together with the goodwill of the business symbolized by said mark, the right of Assignors to conduct business under said trademark, and the right to sue for past infringements of said mark, nunc pro tunc, effective as of March 20, 2008.

Dated this 19th day of August, 2008

Sylvan Learning, Inc.

By:

C. Alan Schroeder

Name:

C. Alan Schroeder

Title:

V.P.