

11-04-2008

FORM PTO-1594 (Modified)  
(Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)  
TM05/REV04

Docket No.:



SET  
S ONLY

TRADE

103533532

To the Director of the U. S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

1. Name of conveying party(ies):

Howell Training Company

- Individual(s)
- General Partnership
- Corporation-State: Michigan
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date: October 20, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached?  Yes  No

Name: Resource Development Company, LLC

Internal Address:

Street Address: 280 Daines Street, Suite 200

City: Birmingham

State: Michigan

Country: USA ZIP: 48009

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship USA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

1,881,894  
2,278,882  
2,396,803

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robin W. Asher

Internal Address:

Street Address: Clark Hill PLC  
500 Woodward Avenue, Suite 3500

City: Detroit

State: Michigan Zip: 48226-3435

Phone Number: (313) 965-8300

Fax Number: (313) 965-8252

Email Address: rasher@clarkhill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9635

Expiration Date 2/28/2010

b. Deposit Account Number 50-1759

Authorized User Name Robin W. Asher

9. Signature:

Signature

Robin W. Asher

Name of Person Signing

11/04/2008 10:30/04

01 FC13521

02 FC18554

Date 10/30/08

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003882 FRAME: 0823

## ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, HOWELL TRAINING COMPANY, a corporation organized and existing under the laws of Michigan and having a place of business at 280 Daines Street, Suite 200, Birmingham, MI 48009, hereinafter referred to as ASSIGNOR, does hereby assign, sell and set over to RESOURCE DEVELOPMENT COMPANY, LLC, a corporation organized and existing under the laws of Michigan and having a place of business at 280 Daines Street, Suite 200, Birmingham, MI 48009 hereinafter referred to as ASSIGNEE, its successors, assigns or other legal representatives, the entire right, title and interest, domestic and foreign, in and to the following trademarks identified by title, registration number, and with the docket number of the attorneys of record (Clark Hill PLC, Detroit, Michigan):

**BASYS U.S. Reg. No. 1,881,894**  
**(Docket No. 11429-066205)**

**ACTIVE LEARNER U.S. Reg. No. 2,278,882**  
**(Docket No. 22928-101915)**

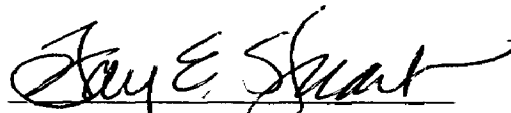
**PILOT U.S. Reg. No. 2,396,803**  
**(Docket No. 22928-103177)**

including the right of ASSIGNEE, its successors, assigns or other legal representatives to make applications and to receive Certificates of Registrations and Certificates of Renewal for the trademarks in any and all foreign countries in its or their own name or names, or in our names, at its or their election, and ASSIGNOR hereby assigns, sells and sets over to ASSIGNEE, its successors, assigns or other legal representatives, all rights of priority in and to the inventions and discoveries in all countries, together with all claims for damages by reason of unauthorized use or infringement of Registration on the trademarks and with the right to sue for and collect the damages.

And ASSIGNOR hereby agrees for himself, successors, assigns or other legal representatives to execute all papers, including applications for trademarks of any and all kinds and in any and all countries and to perform any and all acts which ASSIGNEE, its successors, assigns or other legal representatives may deem necessary to secure thereto the rights herein assigned, sold and set over.

And ASSIGNOR hereby represents and warrants that he has not granted any rights inconsistent with the rights granted herein.

Fay E. Stuart

  
Signature

OCTOBER 20, 2008  
Date

5657038.1 22928/101915

RECORDED: 11/03/2008

TRADEMARK  
REEL: 003882 FRAME: 0824