

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
Websoft Systems, Inc.		01/05/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Learn.com, Inc.		
Street Address:	14001 NW 4th Street		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33325		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2819453	WEBSOFT	
CORRESPONDENCE DATA			
Fax Number:	(954)233-4001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(954) 233-4000 x5196		
Email:	patricia.mcqueeney@learn.com		
Correspondent Name:	James B. Riley		
Address Line 1:	Learn.com, Inc.		
Address Line 2:	14001 NW 4th Street		
Address Line 4:	Sunrise, FLORIDA 33325		
NAME OF SUBMITTER:	Patricia E. McQueeney		
Signature:	/pem/		
Date:	01/11/2009		

OP \$40.00 2819453

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME TRANSFER AGREEMENT

This Trademark and Domain Name Transfer Agreement (the "Agreement") is made the 5th day of January, 2009 and is by and between Websoft Systems, Inc., a New Jersey corporation with headquarters located at 1 West Front Street, Red Bank, New Jersey, 07701, Richard Rodriguez, an individual residing at 264 Harrington Drive North, Toms River, New Jersey, 08757, and Randee Cohen, an individual residing at 33 First Street, Rumson, New Jersey, 07760 (collectively, the "Sellers"), and Learn.com, Inc., a Delaware corporation with headquarters located at 14001 NW 4th Street, Sunrise, Florida 33325 (the "Buyer").

WHEREAS, Sellers are the owners of the service mark (the "Mark") and the domain name and registration thereof (the "Domain") as described on Exhibit A;

WHEREAS, Buyer wishes to acquire the Mark and Domain from the Sellers;

WHEREAS, Sellers agree to assign the Mark and Domain to Buyer on the terms and conditions set forth herein.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Sellers hereby assign, convey, and transfer to Buyer, and its successors and assigns, and Buyer accepts, all of Sellers' right, title, and interest including but not limited to all of Sellers' common law rights in and to the Mark and the Domain listed in Exhibit A, attached hereto and incorporated in its entirety by reference.

In addition, Sellers hereby assign, convey, and transfer to Buyer, and its successors and assigns, and Buyer accepts, all of Sellers' right, title, and interest in the Mark and Domain, including but not limited to any goodwill symbolized thereby, and all rights to sue for past infringement and to receive any recoveries therefore.

2. **Further Assurances.** Sellers hereby agree to prepare and file the necessary documents with the domain registrar, Network Solutions, LLC, to unlock the Domain and transfer it to Buyer within twenty four (24) hours of execution of this Agreement. Sellers hereby covenant that they will, at any time upon request of Buyer, execute and deliver to Buyer any new or confirmatory instruments and do and perform (at Buyer's reasonable expense) any other acts which Buyer may reasonably request in order to fully assign and transfer to and vest in Buyer, all of Sellers' right, title and interest in and to the Mark and Domain.
3. **Warranty.** Sellers warrant and represent that they have unencumbered rights in the Mark and Domain and that Sellers have the authority to transfer the Mark and Domain.
4. **Covenants.** Sellers further covenant that they will not, anywhere in the world, challenge, or cause a third party to challenge, the validity and ownership by Buyer of the Mark and Domain and will not, anywhere in the world directly or indirectly seek to register, defend, compromise or dispute any rights in and to the Mark and Domain. Sellers also will not, anywhere in the world, directly or indirectly seek to register or otherwise acquire any rights in any domain names, trade names, trademarks, service marks, or other intellectual property assets that are or may be, or that contain portions that are or may be, confusingly similar to the Mark and Domain.
5. **Representations.** Sellers assert that, to the best of Sellers' knowledge, no claim regarding ownership and/or use of the Mark and Domain now exists, and no third party has manifested any such ownership rights.
6. **General.** This Agreement may be executed in two counterparts, which together shall constitute one Agreement, and shall be governed by the law of the State of Florida, exclusive of its conflicts of laws provisions. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior or contemporaneous, written or oral agreements with respect to the subject matter

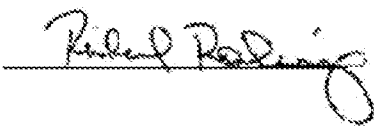
hereof. This Agreement may not be amended or modified without a written instrument executed by the parties hereto. No terms and conditions of any pre-printed form or Purchase Order, except such provision defining quantity, shall be binding on Learn.com.

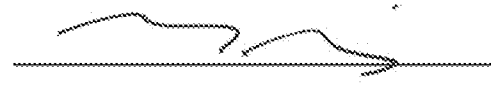
7. **Payment.** Within three (3) business days of execution of this agreement and Sellers transfer of the Websoft.com domain name to Buyer, Buyer shall overnight express mail to Sellers, two individual certified checks each in the sum of \$9,000 USD (nine thousand U.S. Dollars) the first payable to Richard Rodriguez and the second payable to Randee Cohen. This constitutes the total purchase price of \$18,000 USD (Eighteen thousand U.S. Dollars) for all right and title to the Websoft.com domain name and Websoft Mark. Certified checks will be sent to Richard Rodriguez, 264 Harrington Drive North, Toms River, New Jersey, 08757 and Randee Cohen, 33 First Street, Rumson, New Jersey, 07760.
8. **Confidentiality.** Each party will not, without the consent of the other, disclose the provisions contained herein to any third parties (other than as may be required by law, in connection with legal or administrative proceedings, or to attorneys, accountants, and consultations they may have to represent them in connection herewith).
9. **Notices.** Any notice, report, approval or consent required or permitted hereunder shall be in writing to the address in the first paragraph of the Agreement and will be deemed to have been effectively given: (i) immediately upon personal delivery or facsimile transmission to the party to be notified; (ii) one (1) day after deposit with a commercial overnight courier with tracking capabilities; or (iii) three (3) days after deposit with the U.S. Postal Service by registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein.
10. **Section Headings.** The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.
11. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
12. **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of either party hereto to insist any time upon the strict observance or performance of any provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time as often as may be deemed expedient by the parties hereto, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Websoft Systems, Inc.

Learn.com, Inc.

By: 

By: 

Name: Richard Rodriguez

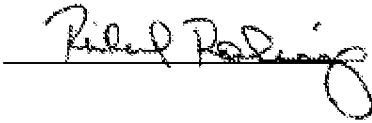
Name: James Riley

Title: President

Title: President

Date: 01/05/2009

Richard Rodriguez

By: 

Date: 01/05/2009

Date: 01/05/2009

Randee Cohen

By: 

Date: 01/05/2009

Exhibit A

Mark

<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
WEBSOFT	76/510,222	2,819,453	04/28/2003	03/02/2004

Domain

The Domain to be transferred, the domain name registrar with which the domain was registered, and the DNS number:

websoft.com Network Solutions, LLC 208.74.145.26

The administrative, technical and billing contact for all of the Domains is listed below:

WebSoft
Richardrodriguez@live.com
P.O. Box 657
Red Bank, NJ 07701
Tel: (732) 993-4623
Fax: (999) 999-9999