

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
Talisma Corp.		11/12/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Campus Management Corp.		
Street Address:	777 Yamato Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2479413	TALISMA	
Registration Number:	2514178	TALISMA	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Attn: Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	The New York Times Building		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	123992-183327		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

CH \$65.00 2479413

Date:

03/13/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 12th day of November, 2008, by and between Talisma Corp., a corporation organized and existing under the laws of Washington ("Assignor"), and having a principal place of business at 901 South Mopac Expressway, Barton Oaks II, Suite 100, Austin, Texas 78746; and Campus Management Corp., a corporation organized and existing under the laws of Florida ("Assignee") and having a principal place of business at 777 Yamato Road, Boca Raton, FL 33431.

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 12, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignor sold to Assignee, and Assignee acquired from Assignor, all right title and interest to and in all of the Assets (defined therein), including, without limitation, the rights in the Marks and the goodwill of the Business (defined in the Asset Purchase Agreement) symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business (namely, the Business);

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the Business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

While the irrevocable assignment effected in this Assignment is in no way conditioned or modified upon that certain Trademark and Domain Name License Agreement, this Assignment shall not be construed to diminish the limited non-exclusive license granted to Assignor subject to the terms and conditions of that certain Trademark and Domain Name License Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

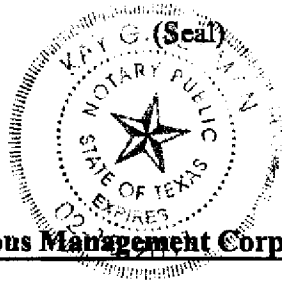
ASSIGNOR: Talisma Corp.
Signature: [Signature]
Name: Steve Papermaster
Title: President

NOTARIZATION

On this 5th day of November, 2008, before me, the undersigned Notary Public, personally appeared Steve Papermaster, proved to me through satisfactory evidence of identification, which was/were TDL, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: 2-10-2011



ASSIGNEE: Campus Management Corp.
Signature: _____
Name: Tim Loomer
Title: Chief Executive Officer

On this ____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary (Seal)
My Commission Expires: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

ASSIGNOR: Talisma Corp.

Signature: _____
Name: Steve Papermaster
Title: President

NOTARIZATION

On this ____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

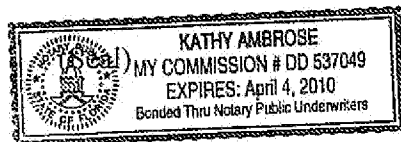
ASSIGNEE: Campus Management Corp.

Signature: _____
Name: Tim Loomer
Title: Chief Executive Officer

On this 31 day of NOVEMBER, 2008, before me, the undersigned Notary Public, personally appeared TIM LOOMER, proved to me through satisfactory evidence of identification, which was/were CALIFORNIA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Kathy Ambrose
Signature of Notary KATHY AMBROSE

My Commission Expires: April 4, 2010



SCHEDULE A

Marks

Country Name	Mark	File Date	App No.	Reg Date	Reg No.
United States of America	TALISMA	28-Jan-00	75/903,722	21-Aug-01	2,479,413
United States of America	TALISMA	28-Jan-00	75/904,081	04-Dec-01	2,514,178
Singapore	TALISMA	28-Jan-00	T00/13088Z	20-Nov-02	T00/13088Z
Mexico	TALISMA	02-Jul-01	493710	29-May-02	749307
India	TALISMA	17-Jan-01	984439	17-Jan-01	984439
European Community	TALISMA	22-Mar-00	1569938	09-Jul-02	1569938
Canada	TALISMA	28-Jul-00	1069117	05-Dec-02	TMA571756
Australia	TALISMA	26-Jul-00	844015	08-Jan-01	844015