

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
Huntington Learning Corporation		03/12/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Huntington Mark, LLC		
Street Address:	496 Kinderkamack Road		
City:	Oradell		
State/Country:	NEW JERSEY		
Postal Code:	07649		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3134873	HUNTINGTON	
Registration Number:	1357269	HUNTINGTON LEARNING CENTER	
Registration Number:	3103102	YOUR CHILD CAN LEARN	
CORRESPONDENCE DATA			
Fax Number:	(908)654-7866		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	908-654-5000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	LERNER, DAVID, LITTENBERG, ET AL		
Address Line 1:	600 South Avenue West		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	HUNTIN 9.0-003		
NAME OF SUBMITTER:	GREGG A. PARADISE		
Signature:	/GREGG A. PARADISE/		

CH \$90.00 3134873

Date:

05/07/2009

Total Attachments: 4

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Intellectual Property Rights Assignment Agreement
Between
Huntington Learning Corporation and Huntington Mark, LLC

This Intellectual Property Rights Assignment Agreement (the "**Agreement**"), is effective as of 3/17/09 (the "**Agreement Date**") by and between Huntington Learning Corporation, a Delaware corporation, having its principal place of business at 496 Kinderkamack Road, Oradell, New Jersey 07649 ("**Assignor**"), and Huntington Mark, LLC, a Delaware limited liability company, having its principal place of business at 496 Kinderkamack Road, Oradell, New Jersey 07649 ("**Assignee**") (collectively, the "**Parties**").

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all right, title, and interest in and to all Intellectual Property, as defined herein, possessed by Assignor, including, but not limited to, the properties identified on Exhibit A (the "**Transferred Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As used herein, the term, "**Intellectual Property**", means any copyright, work, patent, invention (patentable or not), idea, conception, trademark, service mark, trade dress, indicia of origin, trade secret, European design registration, right of publicity, industrial design, domain name registration, vanity phone number, or any intellectual or intangible property protected by the law of any country's jurisdiction or governmental agency.
2. Assignor hereby assigns, transfers, conveys, and delivers ownership to Assignee, and Assignee hereby purchases from Assignor as of the Agreement Date, all of the Assignor's worldwide right, title, and interest in and to the Transferred Intellectual Property. This Assignment includes, but is not limited to, the right to use the Transferred Intellectual Property for any purpose whatsoever, including the rights to publish, display, distribute, reproduce, modify, derive from, revise, license, sell, use, and commercialize the Transferred Intellectual Property throughout the world, in any form or medium now or hereafter known; the right to sue for and recover past damages for infringement or other illegal use of the Transferred Intellectual Property; and the right to any commercial exploitation of the Transferred Intellectual Property whatsoever including, but not limited to, the preparation and exploitation of derivative works therefrom.
3. Assignor hereby acknowledges that Assignor retains no rights whatsoever with respect to the Transferred Intellectual Property, as covered by this Assignment, including, but not limited to, any rights to reproduce such works, prepare derivative works based thereon, distribute copies of any such works, in any manner whatsoever, perform or display any such works publicly or otherwise, and hereby forfeits any reversionary rights, recapture rights or any other rights whatsoever associated with the Transferred Intellectual Property, all of which have been permanently and exclusively transferred to Assignee. Assignor agrees that it shall not take any action, or assist third parties in any action, to challenge the validity or creation of any Intellectual Property rights in the Transferred Intellectual Property, or take any other action adverse to Assignee's interest in the Transferred Intellectual Property.
4. Assignor agrees to execute any additional documents, at its sole expense, as may be reasonably required by Assignee to effect Assignee's ownership of rights, as provided herein or to otherwise further the purposes of this Agreement.
5. Assignee agrees to assume all expense and responsibility for the servicing and continued maintenance of the Transferred Intellectual Property. Assignee shall have the sole right to decide, in its exclusive discretion, whether or not to renew or maintain any or all of the Transferred Intellectual Property.
6. This Agreement shall be amended only by a writing signed by the parties. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Agreement specifically modified and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Agreement.
7. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent

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- jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.
8. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law rules. Any suit relating to this Agreement, including counterclaims, shall be brought and prosecuted only in New Jersey. Each of the Parties hereby irrevocably submits to the jurisdiction of the federal and state courts of New Jersey for such suit and waives any objection based on forum non conveniens or venue being laid therein.
10. This Agreement, including Schedule A, which is attached hereto and incorporated herein by, contains the entire understanding between the Parties, except as expressly set forth herein and supersedes any prior or contemporaneous written or oral agreements between the Parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement. No provision of this Agreement shall be deemed modified by any action or omission or failure to object to any action that may be inconsistent with the terms of this Agreement. No waiver of a breach committed by a Party in one instance shall constitute a waiver or license to commit or continue breaches in other or like instances.

HUNTINGTON LEARNING CORPORATION

HUNTINGTON MARK

By: _____

(Authorized Signature)

By: _____

(Authorized Signature)

Name: _____

(Typed or Printed Name)

Name: _____

(Typed or Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

**Intellectual Property Rights Assignment Agreement
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EXHIBIT A

The "Transferred Intellectual Property" includes, without limitation, the properties on the attached list.

Intellectual Property list updated 3 12 2009

Original Owning Company / Person	Item Name	Registration # / Item # / Form #	ID #	Total	
Huntington Learning Corporation	1800canlearn.com	0	16	1	
	1800ExamPrep.com	0	17	1	
	800canlearn.com	0	18	1	
	800ExamPrep.com	0	19	1	
	Ameritutor.com	0	20	1	
	Ansticetutor.com	0	21	1	
	astarlearn.com	0	22	1	
	astartutor.com	0	23	1	
	canlearnathuntington.com	0	24	1	
	canlearn-at-huntington.com	0	25	1	
	ehuntington.com	0	26	1	
	exampreptutor.com	0	27	1	
	haxbytutor.com	0	28	1	
	hicextranet.com	0	29	1	
	hicmail.com	0	30	1	
	HLC Tutoring.com	0	31	1	
	huntingtonactprep.com	0	32	1	
	huntingtonathome.com	0	33	1	
	huntingtonemail.com	0	34	1	
	huntingtonemail.com.net	0	35	1	
	huntingtonetutor.com	0	36	1	
	huntingtonexamprep.com	0	37	1	
	huntingtonfranchise.com	0	38	1	
	huntingtonholi.ire.com	0	39	1	
	Huntingtonlearnctr.com	0	40	1	
	Huntingtonlearning.com	0	41	1	
	Huntingtonlearningcenter.com	0	42	1	
	huntingtonmail.com	0	43	1	
	huntingtonmlb.com	0	44	1	
	HuntingtonOnlineTutor.com	0	45	1	
	huntingtonprep.com	0	46	1	
	HuntingtonStar.com	0	47	1	
	Huntingtontutor.com	0	48	1	
	Huntingtontutorathome.com	0	49	1	
	Huntingtontutoronline.com	0	50	1	
	Permiumtutor.com	0	51	1	
	ReadingAdventure.com	0	52	1	
	tutor.com	0	53	1	
	tutor.net	0	54	1	
	tutor.org	0	55	1	
	tutor.com	0	56	1	
	ustutor.net	0	57	1	
	ustutor.org	0	58	1	
	Huntington	3,134,673	3	1	
	Huntington Learning Center	1,357,269	4	1	
	Your Child Can Learn	3,103,102	7	1	
	877-HAXBY-TUTOR (877-429-2988)		0	12	1
	877-KEY-TUTOR (877-539-8866)		0	13	1
	888-E-HUNTINGTON (888-348-6846)		0	14	1
	888-HAXBY-TUTOR (888-429-2988)		0	15	1
Grand Total				50	

RECORDED: 05/07/2009

TRADEMARK
REEL: 003983 FRAME: 0611