

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
Mentor Communication Learning and Support, Inc.		04/28/2009	CORPORATION: FLORIDA
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:	2588494		
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		
Email:	david.gilmore@learn.com		
Correspondent Name:	David M Gilmore		
Address Line 1:	14001 NW 4th Street		
Address Line 4:	Sunrise, FLORIDA 33325		
NAME OF SUBMITTER:		David M. Gilmore	
Signature:		/David M. Gilmore/	
Date:		05/20/2009	
Total Attachments: 5			

OP \$40.00 2588494

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ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY RIGHTS

This Assignment and Assumption of Intellectual Property Rights Agreement (the "Agreement") is entered into this 28th day of April 2009, and effective as of May 15, 2004 by and between Mentor Communication and Learning Support, Inc., a Florida corporation (the "Seller") and Learn.com, Inc., a Delaware corporation (the "Purchaser").

WHEREAS, the Seller was incorporated as a wholly owned subsidiary of Purchaser on May 6, 2004, for the purpose of taking ownership of certain assets that were being acquired from Mentor Media Group, Inc. (the "Assets");

WHEREAS, the Assets were acquired directly by Seller, but the Seller never initiated operations nor has not undertaken any business and instead Purchaser has utilized the Assets as its own, undertaking obligations and assuming liabilities as if it had originally acquired the Assets itself; and

WHEREAS, Purchaser intends to dissolve the Seller and wishes to transfer and assign any interest in any intellectual property which Seller may have acquired since it was incorporated ("Rights") and the Purchaser desires to accept such Rights and to perform and assume any liabilities and obligations of the Seller relating to such Rights.

NOW THEREFORE, in consideration of the foregoing, of mutual promises made by the parties hereto, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. The Seller hereby assigns, transfers, sets over and conveys to the Purchaser all of the Seller's right, title, and interest in the Rights as more fully described in Exhibit A hereto, to have and to hold unto the Purchaser, its successors and assigns, to their own use and benefit forever.
2. Assumption. The Purchaser hereby accepts the foregoing assignment and hereby covenants and agrees with the Seller that the Purchaser will perform and observe all of the Seller's obligation under the Rights Agreements arising from and after the date hereof, in accordance and subject to the limitations set forth in Asset Purchase Agreement.
3. No Limitation on Assignment and Assumption. Nothing contained in this Agreement shall be construed as limiting a complete and effective assignment hereunder so as to give the Purchaser the full benefit of all of the Seller's interest in the Rights.
4. Further Assurances. At the request of the Purchaser, the Seller will execute, acknowledge and deliver to the Purchaser such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as the Purchaser may reasonably require, without imposing any additional liabilities on the Seller, in order to vest more effectively in the Purchaser, or to put the Purchaser more fully in the possession of, any of the Rights, or to better enable the Purchaser to complete,

perform or discharge any of the liabilities or obligations assumed by the Purchaser pursuant to this Agreement.

5. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two days after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the respective parties at:

Seller: Mentor Communication and Learning Support, Inc.
14001 NW 4th Street
Sunrise, Florida
Attn.: President

Purchaser: Learn.com, Inc.
14001 NW 4th Street
Sunrise, Florida
Attn.: President

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

6. Survival. Termination shall not affect the rights or obligations of the Owners which arise prior to the termination.

7. Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8. Assignment. Either party hereto may transfer or assign this Agreement without prior written consent of the other party.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

11. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

12. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

13. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

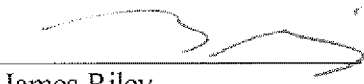
14. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

15. Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

16. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

LEARN.COM, INC.

By: 
James Riley
President & Chief Executive
Officer

MENTOR COMMUNICATION AND
LEARNING SUPPORT, INC.

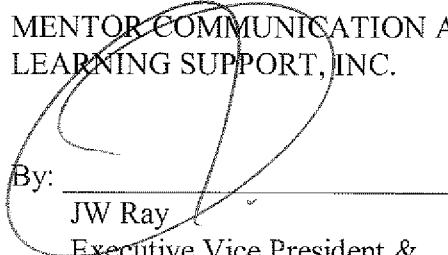

By: 
JW Ray
Executive Vice President &
Chief Operating Officer

EXHIBIT A

All general intangibles (and the right to fully exploit them in all media worldwide) which are used in connection with or otherwise relate to the Seller, including, without limitation, all works of original authorship, whether or not registered; all copyrights, whether or not registered, copyright applications, copyright registrations and like protections of works of authorship and derivative works thereof, whether published or unpublished; all trademarks, trademark applications, trademark registrations, servicemarks, servicemark applications, service mark registrations, trade styles, mask works, tradenames, inventions, whether or not patentable, patents and patent applications; all Internet domain names; and all trade secrets and rights, technology, know-how, designs, drawings (including digital drawings) and confidential information and all rights available for the protection of any of the foregoing (collectively, the "Intellectual Property"), including, without limitation, all software owned or licensed by Seller, the content, "agent" technology, "just-in-time" technology and other Intellectual Property set forth in Section 2.1(a) of the Disclosure Schedule to that certain Asset Purchase Agreement, entered into as of May 14, 2004, between and among Learn.com, Inc., Mentor Communication Learning and Support, Inc., and Mentor Media Group, Inc. and the right to sue for past unresolved infringements, and all of Seller's title and interest in, to and under the names "Mentor," "Mentor Media Group" and any names logos or other marks used in or by the Seller, including without limitation such marks set forth in Schedule 1 to this Exhibit A.

SCHEDULE I

TRADEMARKS

Mark	U.S. Trademark Registration No.	Registration Date
MENTOR	2,837,624	05/04/2004
MENTOR	2,837,623	05/04/2004
	2,588,494	07/02/2002
A SMARTER WAY TO USE ANY SOFTWARE	2,617,129	09/10/2002