

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Fusion Learning, Inc.		12/01/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Fusion Learning, Inc.		
Street Address:	731 South Highway 101, Suite 1M		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2779612	HOMEWORK CAFE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-214-8314		
Email:	mvallone@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	44382-120075		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvallone/		
Date:	09/25/2009		

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Total Attachments: 2  
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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FUSION LEARNING, INC., a California corporation, ("Assignor"), hereby assigns sets over, and transfers to FUSION LEARNING, INC., a Delaware corporation ("Assignee"), all of its rights, title and interest in and to the trademark and registration thereof identified in Exhibit A attached hereto (the "Trademark"), together with the goodwill of the business symbolized thereby, together with all claims for damages by reason of past infringement of the Trademark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

FUSION LEARNING, INC., a California corporation

By *Michelle R. Gilman*

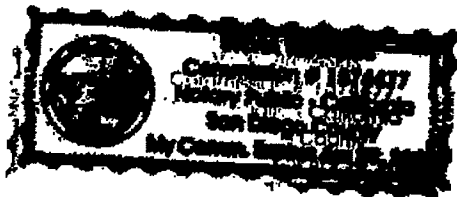
Name: Michelle R. Gilman

Its: President

Date: December 5, 2008

STATE OF \_\_\_\_\_ }  
                                      } SS:  
COUNTY OF \_\_\_\_\_ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 12/1/08 day of \_\_\_\_\_, 2008.



*Sylvia Trevaskis*  
Notary Public

Sylvia Trevaskis  
Printed Name

My Commission Expires: 4/29/2009

Resident of San Marcos County of San Diego

INDSQ2 1015331

## Schedule A

<b>Trademark</b>	<b>US Serial No.</b>	<b>US Registration No.</b>
HOMework CAFE	78175386	2779612