Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

USCAMPUS, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation- State: California
- [ ] Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? [ ] Yes [X] No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 12, 2009

- [X] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [ ] Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [X] No

Name: IEF Education Foundation

Internal Address: Attn: Rebecca Lee, Executive Director

Street Address: 3350 East Birch Street, Suite 210

City: Brea

State: California

Country: Orange County   Zip: 92821

- [ ] Association   Citizenship _____
- [ ] General Partnership   Citizenship _____
- [ ] Limited Partnership   Citizenship _____
- [X] Corporation   Citizenship Incorporated in California
- [X] Other 501(c)(3) nonprofit Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3243699, 3167819, 3167820, 3167822, 2526332, 2523704

Additional sheet(s) attached? [ ] Yes [X] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

USCAMPUS
USCAMPUS.COM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rebecca Lee, Exec Director, IEF Education Foundat

Internal Address: _____

Street Address: 3350 East Birch Street, Suite 210

City: Brea

State: California   Zip: 92821

Phone Number: 714-985-1995

Fax Number: 714-985-1996

Email Address: rlee@aief-usa.org

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $240.00

- [ ] Authorized to be charged to deposit account
- [X] Enclosed

8. Payment Information:

Deposit Account Number MJAMA1   0000169135

Authorized User Name

Refund Ref:

CHECK Refund Total: $75.00

9. Signature:

_____   October 12, 2009
Signature   Date

Patrick Fong, Chief Operating Officer, USCampus, Inc.
Name of Person Signing

10/16/2009 MJAMA1   00000042 3243699
Total number of pages including cover sheet, attachments, and document: 3

01 FC:8521   40.00 OP
02 FC:8522   125.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

This Assignment ("Assignment") is made effective as of October 12, 2009, from USCAMPUS, Inc. ("ASSIGNOR"), to IEF Education Foundation ("ASSIGNEE"), a non-profit 501(c)(3) educational organization in California:

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year first above written.

USCAMPUS, Inc.

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by Patrick Fong, Chief Operating Officer