

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
Sunburst Technology Corporation		10/09/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Smarterville IP, LLC
Street Address:	1550 Executive Drive
City:	Elgin
State/Country:	ILLINOIS
Postal Code:	60123
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2794356	SUNBURST
Registration Number:	1294008	SUNBURST COMMUNICATIONS
Registration Number:	2906463	SUNBURST
Registration Number:	1914686	THE FACTORY
Registration Number:	3226569	WRITEBRAIN
Registration Number:	3277081	WRITEBRAIN
Registration Number:	1476611	SUNBURST COMMUNICATIONS
Registration Number:	3520258	TYPE TO LEARN
Registration Number:	3543568	A TO ZAP!
Registration Number:	2233699	WEB WORKSHOP
Registration Number:	3660469	TYPE TO LEARN 4 AGENTS OF INFORMATION

CORRESPONDENCE DATA

Fax Number: (312)456-8435

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900149288

**TRADEMARK
 REEL: 004109 FRAME: 0035**

CH \$290.00 2794356

Phone: 312-456-8400
Email: munozg@gtlaw.com
Correspondent Name: Howard E. Silverman
Address Line 1: 77 W. Wacker Drive
Address Line 2: Greenberg Traurig, LLP - Suite 3100
Address Line 4: Chicago, ILLINOIS 60601-1732

ATTORNEY DOCKET NUMBER:	059209.011900
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	12/07/2009

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, Sunburst Technology Corporation, a Delaware corporation with its address at 1550 Executive Drive, Elgin, IL (hereinafter referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to Smarterville IP, LLC, an Delaware limited liability company, having a principal place of business at 1407 Fleet Street, Baltimore, MD 21231 (hereinafter referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to, as well as the goodwill of the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with, the above trademark, service mark and trade name rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringement which may have occurred at any time up to the date of this Agreement.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

SUNBURST TECHNOLOGY CORPORATION

SMARTERVILLE IP, LLC

By: 

By: _____

Title: _____

Title: _____

October 9, 2009

CH: 58,582,525v1

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SUNBURST TECHNOLOGY CORPORATION

By: _____
Title: _____

SMARTERVILLE IP, LLC

By: 
Title: _____

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	SUNBURST	2,794,356	12/16/2003
USA	SUNBURST COMMUNICATIONS and Design	1,294,008	9/11/1984
USA	SUNBURST and Design	2,906,463	11/30/2004
USA	THE FACTORY	1,914,686	8/29/1995
USA	WRITEBRAIN	3,226,569	4/10/2007
USA	WRITEBRAIN	3,277,081	8/7/2007
USA	SUNBURST COMMUNICATIONS and Design	1,476,611	2/16/1988
USA	TYPE TO LEARN	3,520,258	10/21/2008
USA	A TO ZAP!	3,543,568	12/9/2008
USA	WEB WORKSHOP	2,233,699	3/23/1999
USA	TYPE TO LEARN 4 AGENTS OF INFORMATION and Design	3,660,469	7/28/2009