

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Educational Resources, Inc.		10/09/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smarterville IP, LLC		
<b>Street Address:</b>	1550 Executive Drive		
<b>City:</b>	Elgin		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60123		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1518428	EDUCATIONAL RESOURCES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

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**Total Attachments: 3**

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TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, Educational Resources, Inc., 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.

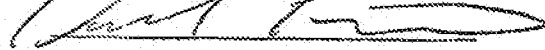
ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

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.

EDUCATIONAL RESOURCES, INC.

SMARTERVILLE IP, LLC

By:   
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

October 9, 2009

CHI 58,632,638v1

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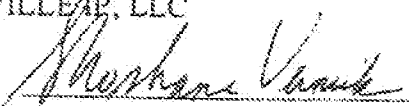
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EDUCATIONAL RESOURCES, INC.

SMARTERVILLE IP, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Title: \_\_\_\_\_

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	EDUCATIONAL RESOURCES and Design	1,518,428	12/27/1988