

**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>
Concept Learning Systems, Inc.		08/05/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Driving Dynamics, Inc.		
<b>Street Address:</b>	256 Chapman Road, Ste. 202		
<b>Internal Address:</b>	Oxford Building		
<b>City:</b>	Newark		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19702		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1611621	DRIVING DYNAMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(732)224-6599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7327413900		
<b>Email:</b>	mskrocki@ghclaw.com		
<b>Correspondent Name:</b>	Melissa V. Skrocki		
<b>Address Line 1:</b>	125 Half Mile Road, Suite 300		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>ATTORNEY DOCKET NUMBER:</b>	16501-0003		
<b>NAME OF SUBMITTER:</b>	Melissa V. Skrocki		
<b>Signature:</b>	/Melissa V. Skrocki/		

CH \$40.00 1611621

Date:

08/05/2010

Total Attachments: 1  
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**SERVICE MARK ASSIGNMENT**

**THIS SERVICE MARK ASSIGNMENT** (this "Service Mark Assignment") is effective as of January 1, 1992 and is made by **CONCEPT LEARNING SYSTEMS, INC.**, a New Jersey corporation with an office located at 25 Bridge Avenue, Red Bank, NJ 07701 ("Assignor"), in favor of **DRIVING DYNAMICS, INC.**, a New Jersey corporation with an office located at Oxford Building, 256 Chapman Road, Suite 202, Newark, DE 19702 ("Assignee").

**WHEREAS**, Assignor transferred to Assignee certain intellectual property and intellectual property rights of Assignor including Assignor's entire right, title and interest in and to the following service mark registered in the name of Assignor (the "Service Mark"):

Service Mark	International Class	Reg. No.	Filing Date	Registration Date
DRIVING DYNAMICS	41	1,611,621	12/11/89	8/28/90

**WHEREAS**, Assignor is the owner of the entire right, title and interest in the goodwill of the business symbolized by the Service Mark and, together with Assignor's entire right, title and interest in and to the Service Mark and the registration thereof, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, Assignor's entire right, title and interest in the goodwill of the business symbolized by the Service Mark, free and clear of all liens, claims and encumbrances.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee and its successors and assigns all right, title and interest of Assignor in and to the Service Mark, including all common law rights in, to and under the Service Mark, and all other rights in, to and under the Service Mark, together with the goodwill of the business symbolized by the Service Mark, and the registration thereof, free and clear of all liens, claims and encumbrances.

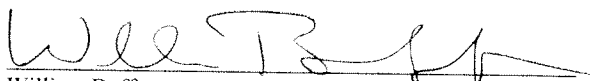
**AND FURTHER**, Assignor represents, warrants and covenants to Assignee and its successors and assigns, that it has full power and right to convey all rights assigned hereby to Assignee, that such rights are free and clear of any liens, claims or other encumbrances of any kind, and agrees with Assignee and its successors and assigns, that it has not and will not execute any agreement or instrument inconsistent herewith (including but not limited to service mark registration applications for the Service Mark), and that it will, without further consideration, cause its employees and others involved in Assignor's use or registration of the Service Mark to execute and deliver such other documents and do such other acts as set forth in the Whereas clauses of this Service Mark Assignment and as may be reasonably requested by Assignee in order to document and perfect Assignee's ownership of the Service Mark, and to otherwise effectuate all of the foregoing.

**AND FURTHER**, Assignor agrees that the representation, warranties, covenants and agreements hereunder shall survive the execution and consummation of this Service Mark Assignment.

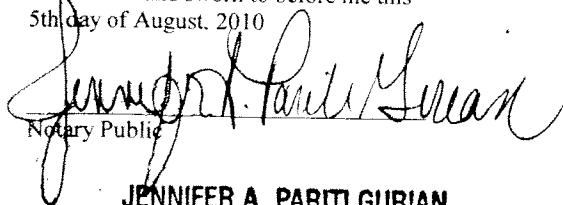
**AND FURTHER**, this Service Mark Assignment shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

**IN WITNESS WHEREOF**, Assignor has caused this Service Mark Assignment to be executed on August 5, 2010

**CONCEPT LEARNING SYSTEMS, INC.**, Assignor

By:   
Name: William Buff  
Title: President

Subscribed and sworn to before me this  
5th day of August, 2010

  
Notary Public

**JENNIFER A. PARITI GURIAN**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 7, 2013