

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
Starting Out, Inc.		08/25/2010	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	The McGraw-Hill Companies, Inc.		
Street Address:	1221 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3646806	STARTING OUT!	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	50617/STARTING OUT		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		
Date:	09/02/2010		

CH \$40.00 3646806

Total Attachments: 2

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ASSIGNMENT

This ASSIGNMENT is made as of the 25TH day of August, 2010, by and between Starting Out, Inc., a Maine corporation located at 277 Main Street, Damariscotta, Maine, 04543 ("Assignor") on the one hand, and The McGraw-Hill Companies, Inc., a New York corporation located at 1221 Avenue of the Americas, New York, NY 10020 ("Assignee") on the other hand.

WHEREAS, Assignor owns the trademark STARTING OUT! in connection with Series of non-fiction books in the fields of career development, employment, education and life management for high-school and college graduates; Providing career information; providing a career development website featuring career resources, employment information and life management information for high-school and college graduates; and Providing on-line publications in the nature of a series of e-books in the fields of career development, employment, education and life management for high-school and college graduates, and goods and services relating thereto, as well as U.S. Trademark Reg. No. 3,646,806 therefore, and the goodwill associated therewith (collectively the "Trademark");

WHEREAS, Assignor has agreed to transfer the Trademark to Assignee pursuant to that certain Asset Purchase Agreement dated July 6, 2010 by and among The McGraw-Hill Companies, Inc., Daniel Goldenson and Starting Out, Inc.;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademark, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.
2. Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.
3. Assignor warrants and represents Licensor that (i) until execution of this assignment, Assignor is the sole and exclusive owner of the entire right, title, and interest (including any and all accompanying goodwill) in and to the Trademark; (ii) it has the right to grant the rights granted Assignor herein free and clear; (iii) the Trademark is not subject to any liens, security interests, or adverse judgments; and (iv) Assignor has made no grant to any third party that would interfere with or conflict in any way with this assignment and will Assignee's acquisition of all right, title, and interest in and to the Trademark.
4. Assignor will defend, indemnify and hold harmless Assignee and its affiliates, subsidiaries, successors, partners, licensees and sublicensees, assigns, and the past and present officers, directors, trustees, governors, volunteers, employees and agents ("Indemnitees") harmless from and against any and all loss, liability, claims, suits, actions, proceedings, judgments, awards, damages, and expense (including, without limitation, attorneys' fees) that they, or any of them, may incur or suffer, which arise out of or is claimed by the claimant to arise out of any state of facts that (a) would constitute

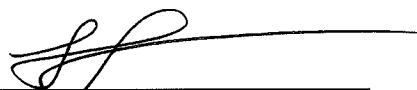
a breach by Licensor of any representations or warranties contained in this assignment; or (b) the Trademark infringes or otherwise violates the trademark or other rights of any third party. Assignee agrees to notify Assignor promptly of any claim hereunder. Indemnitees may, at their own expense, have counsel of their own choice represent them in such matters. However, if Assignor fails to promptly and diligently defend, Indemnitees may defend or settle the same without Assignor's consent and Assignor agrees to pay the costs of defense and/or settlement, including, without limitation, counsel fees, and any judgments, awards and settlements incurred by Indemnitees related thereto.

Signed as a sealed instrument this 25th day of August, 2010.

STARTING OUT, INC.

By: 
Printed name: Daniel R. Salderson
Title: Pres.

THE MCGRAW-HILL COMPANIES, INC.

By: 
Printed name: Mitch Rasin
Title: Editorial Director