

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Learnstar, Inc.		04/24/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	The American Education Corporation		
Street Address:	7506 N. Broadway Extension, Suite 505		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73116		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2735918	LEARNSTAR	
Registration Number:	2697218	LEARNSTAR	
Registration Number:	2678902		
Registration Number:	2660653		
CORRESPONDENCE DATA			
Fax Number:	(918)599-9317		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(918)574-3019		
Email:	jenna.perry@mcafeetaft.com		
Correspondent Name:	Jennifer B. Perry		
Address Line 1:	1717 S. Boulder		
Address Line 2:	Suite 900		
Address Line 4:	Tulsa, OKLAHOMA 74119		
ATTORNEY DOCKET NUMBER:	00909.00012		
NAME OF SUBMITTER:	Jennifer B. Perry		

CH \$115.00 2735918

900173880

TRADEMARK
REEL: 004295 FRAME: 0602

Signature:	/J. Perry/
Date:	10/13/2010
Total Attachments: 3 source=Line of Credit#page1.tif source=Line of Credit#page2.tif source=Line of Credit#page3.tif	

LINE OF CREDIT

Lender: THE AMERICAN EDUCATION CORPORATION
7506 N. BROADWAY EXT. #505
OKLAHOMA CITY, OK 73116

Borrower: LEARNSTAR, INC.
6190 LBJ FREEWAY SUITE 105
DALLAS, TX 752

Principal Amount: \$400,000.00

Initial Rate: 8.00%

Date of Note: April 24, 2008

PROMISE TO PAY. LEARNSTAR, INC. ("Borrower") promises to pay to THE AMERICAN EDUCATION CORPORATION ("Lender"), in lawful money of the United States of America, the principal amount of Four Hundred Thousand & 00/100 Dollars (\$400,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on March 31, 2009. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date, beginning June 30, 2008, with the associated interest payment to be due within forty-five days after that date, and with all subsequent interest payments to be due within forty-five (45) days after the last day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

DISTRIBUTOR AGREEMENT. If Lender cancels, terminates or otherwise nullifies the Software Distributor Agreement, dated April 24, 2008, between Lender and Borrower ("Distributor Agreement"), without cause or for convenience, this Note and any outstanding principal shall convert to a one (1) year term loan accruing interest at an annual rate of 6% computed on a 365/365 basis. If Borrower cancels, terminates or otherwise nullifies the Distributor Agreement without cause or for convenience, this Note and any outstanding principal shall be due and payable upon the termination of the Distributor Agreement.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest on the outstanding principal. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: THE AMERICAN EDUCATION CORPORATION 7506 N. BROADWAY EXT. #505 OKLAHOMA CITY, OK 73116.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at a 12% interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute. *

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in control with respect to Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the reasonable amount of any such fees. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Oklahoma.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff of all amounts that the Lender may owe the Borrower including, but not limited to any gross revenue sharing that has not been yet been paid.

COLLATERAL. Borrower acknowledges this Note is secured by all of Borrower's intellectual property rights, inventories, all receivables, and gross revenues from the sale of the Products (as that term is defined in the Memorandum Of Understanding between the Borrower and Lender) that constitute the Borrower's share of such sales. Borrower agrees to execute all documents perfecting Lender's Security interest and to take whatever actions are requested by Lender to perfect and continue Lender's Security interest in the Collateral.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; or (D) Borrower has applied funds provided pursuant to this Note for purposes other than those in its usual and ordinary course of business developing and distributing educational software.

ADDITIONAL TERMS. Each and every advance made under this Note shall be at Lender's sole discretion, such advance not to be unreasonably withheld without just cause for a default of the terms of this agreement, Lender having made no commitment to make any such advances. All advances will be made in accordance with a formula agreed to by both the Borrower and Lender. Borrower shall not a) voluntarily transfer any assets into trust or, b) if already owned in trust, shall not voluntarily transfer title to such trust assets to any other person or entity, without giving Lender at least 30 days prior written notice thereof.

ADDITIONAL TERMS. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU [BORROWER(S)] AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower and Lender, and upon their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of their respective successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

LEARNSTAR, INC.

By: 

David Camp
As its President

LENDER:

THE AMERICAN EDUCATION CORPORATION

By: 

Tom Shively
As its President and COO