

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Educational Tools, Inc.		10/15/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Educational Tools, LLC
Street Address:	136 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77796203	ICORE

CORRESPONDENCE DATA

Fax Number: (904)567-1065
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 904-567-1172
 Email: david@rfhlaw.com
 Correspondent Name: David Jeans
 Address Line 1: 4230 Pablo Professional Court
 Address Line 2: Suite 200
 Address Line 4: Jacksonville, FLORIDA 32224

NAME OF SUBMITTER:	David Jeans
Signature:	/David Jeans/
Date:	10/15/2010

Total Attachments: 5

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**TRADEMARK
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EDUCATIONAL TOOLS, INC.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 15th day of October, 2010 (the "Effective Date") by and between EDUCATIONAL TOOLS, INC., a Florida corporation ("Assignor") and EDUCATIONAL TOOLS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the parties enter into this Assignment pursuant to Section 2.04 of the Asset Purchase Agreement, dated of even date herewith, by and between Assignor, Florida Educational Tools, Inc., Myron Pincomb, Hights Cross Communications, Inc. and Assignee (the "Agreement"), whereby the parties agreed to execute additional documents and instruments in order to transfer certain intellectual property in accordance with the terms and conditions of the Agreement;

WHEREAS, Assignor has applied for registration of the trademark (the "Mark") described in Exhibit A, attached hereto and incorporated by reference herein;

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark; and

WHEREAS, Assignor shall file or cause to be filed, "Form PTO-1594," attached hereto as Exhibit B, and incorporated by this reference, for the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee (i) all of Assignor's right, title, and interest of whatever kind in and to the Mark in the United States and all jurisdictions outside the United States, (ii) all goodwill of the business connected with and symbolized by the Mark (including, without limitation, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise for the Mark) and (iii) all rights to sue for and recover damages and profits based on any past, present or future infringement and/or dilution of any of Assignor's rights in or to the Mark or injury to the goodwill associated with the Mark, whether known or unknown, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor irrevocably authorizes the Commissioner of TradeMarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title, and interest therein.

Assignor shall, at any time and from time to time after the date hereof, upon the reasonable request of Assignee, execute, acknowledge and deliver to Assignee all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment. In the event Assignor does not promptly take such action as reasonably requested by Assignee, Assignor shall be deemed to have granted to Assignee as its true and lawful attorney-in-fact and agent with full power of substitution and reconstitution for Assignor and in Assignor's name, place and stead in any and all capacities to execute in the name of Assignor any and all such further reasonable actions as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment, granting unto said attorney-in-fact and agent and full power and authority to do and perform each and every reasonable action required or necessary to be done to give effect to the transactions contemplated by this Assignment, as fully as Assignor might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or its substitute or substitutes, may lawfully do or cause to be done by thereof.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions.

Each of the parties hereto (i) irrevocably consents to submit itself to the exclusive venue and jurisdiction of the Federal and State Courts located in the State of New York, County of New York, in the event any dispute arises out of or relates to this Assignment; (ii) agrees that all claims in respect of any action, cause of action, claim, prosecution, investigation, suit, litigation, complaint, grievance, arbitration, audit (other than regular audits of financial statements by outside auditors), compliance review, inspection, hearing, administrative or other proceeding, whether civil, criminal or administrative, at law or in equity, by or before any court, administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission (any "Action") may be heard and determined in any such court; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; and (iv) agrees that it will not bring any Action relating to this Assignment in any court other than any Federal or State Court located in the State of New York, County of New York. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any Action or proceeding so brought. Each of the parties hereto further agrees to waive any bond, surety or other security that might be required of any other party hereto with respect to any action or proceeding, including an appeal thereof. Nothing in this paragraph, however, shall affect the right of any party hereto to serve legal process in any other manner permitted by law.

{Signatures on the following page}

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its respective officer thereunto duly authorized as of the day and year first written above.

ASSIGNOR:

EDUCATIONAL TOOLS, INC.

By: [Signature]
Myron Pincomb
Its: Sole Member and Director

STATE OF New York)
COUNTY OF New York)

Before me, a Notary Republic in and for said State, personally appeared MYRON PINCOMB, who: (Check ONE)

_____ is personally known to me, or

X has produced

a Florida Driver's License as
Identification

and who, as Sole Member of Assignor, executed the foregoing Trademark Assignment in my presence. AND Director

WITNESS my hand and official seal this 15th day of October, 2010, at the County and State aforesaid.

[Signature]
Notary Public (Signature)

NATHANIEL S. GORE
NAME OF NOTARY TYPED, PRINTED OR STAMPED

My Commission expires: _____
Commission No.: _____
*NATHANIEL S. GORE
Notary Public, State of New York
Qualified in New York County
Commission Expires 12-31-11*

EXHIBIT A

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Date of Publication in Official Gazette</u>
"ICORE"	77796203	August 4, 2009	September 7, 2010

“EXHIBIT B”

Form PTO-1594

Please see attached.