

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
EDLINE HOLDINGS, INC.		11/29/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	EDLINE LLC		
Street Address:	200 West Monroe St,		
Internal Address:	Suite 1250		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3452235	FUSIONCALENDAR	
Registration Number:	3452234	OFFICEFUSION	
Registration Number:	3452233	SCHOOLFUSION	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	ASSIGNMENT/ R. CONSTANCE/		
NAME OF SUBMITTER:	Vindra Richter		

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**TRADEMARK
 REEL: 004423 FRAME: 0275**

Signature:	/vindra richter/
Date:	12/01/2010
Total Attachments: 4 source=Edline#page1.tif source=Edline#page2.tif source=Edline#page3.tif source=Edline#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of Nov 29, 2010, (this "Assignment"), is entered into by and between Edline Holdings, Inc., a Delaware corporation ("Assignor"), and Edline LLC a Delaware limited liability company ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, On December 31, 2009, Assignor entered into that certain Asset Purchase Agreement (the "Agreement") with Centrifuge Solutions, LLC, a Colorado limited liability company ("SchoolFusion") and Stephen Shapiro.

WHEREAS, pursuant to the Agreement, SchoolFusion agreed to assign to Assignor its rights to certain registered intellectual property and applications therefor then owned by SchoolFusion listed on the attached Schedule A (the "Assigned Intellectual Property");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of the Assignor's rights in and to the Assigned Intellectual Property;

WHEREAS, Assignor wishes to confirm Assignee's ownership of these registered intellectual properties and applications therefor and assign to Assignee any right, title and interest that Assignor may have in the Assigned Intellectual Property:



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

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Intellectual Property and the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Intellectual Property is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Intellectual Property, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The foregoing assignment is, in all events, subject to the Agreement.
3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable domestic and foreign authorities to record Assignee as the assignee and owner of the Assigned Intellectual Property.

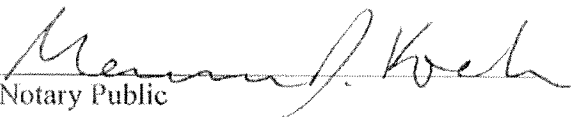
4. This Assignment, and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State of New York, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

[Signatures on the following page.]

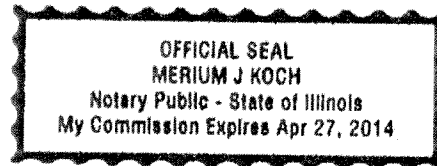
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

Edline Holdings, Inc. By: <u></u> Name: Jonathan Abrams Title: Chief Executive Officer	Edline LLC By: <u></u> Name: Jonathan Abrams Title: Chief Executive Officer
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Sworn to and subscribed before me
as of the date first written above.


Notary Public

My Commission Expires: _____



Schedule A

Title	Appl. No.	Appl. Date	Reg. No.	Reg. Date
FUSIONCALENDAR (Stylized)	77165085	2007-04-25	3452235	2008-06-24
OFFICEFUSION (Stylized)	77165055	2007-04-25	3452234	2008-06-24
SCHOOLFUSION (Stylized)	77165013	2007-04-25	3452233	2008-06-24