

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
Teleparent Educational Systems, LLC		10/12/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	EDLINE HOLDINGS, INC.,		
Street Address:	200 WEST MONROE STREET,		
Internal Address:	SUITE 1250		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3317816	TELEPARENT	
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:	C. GEIGER/EDLINE/VR		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		

CH \$40.00 3317816

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TRADEMARK
 REEL: 004434 FRAME: 0293

Date:

12/15/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 12, 2010, (this "Assignment"), is entered into by and between Teleparent Educational Systems, LLC, a California limited liability company ("Assignor") and Edline Holdings, Inc., a Delaware corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor, Assignee and certain other parties thereto have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee its rights to certain intellectual property and applications therefor owned by Assignor; and

WHEREAS, Assignor wishes to confirm Assignee's ownership of these intellectual properties and applications therefor and assign to Assignee any right, title and interest that Assignor may have in and to the intellectual properties and applications therefor listed on the attached Schedule A (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, patent or other intellectual property, 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 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.
5. 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 Delaware applicable to contracts made and performed in such State of Delaware, 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.

Teleparent Educational Systems, LLC By:  Name: Matthew Hartman Title: President	Edline Holdings, Inc. By: _____ Name: Jonathan Abrams Title: Chief Executive Officer
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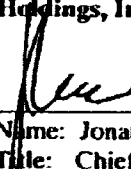
Sworn to and subscribed before me
as of the date first written above.


Notary Public



My Commission Expires: May 24, 2011

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.

Teleparent Educational Systems, LLC	Edline Holdings, Inc.
By: _____ Name: Matthew Hartman Title: President	By:  Name: Jonathan Abrams Title: Chief Executive Officer

Sworn to and subscribed before me
as of the date first written above.

Notary Public

My Commission Expires: _____

[SIGNATURE PAGE 1 OF 1 TO TRADEMARK ASSIGNMENT AGREEMENT]

Schedule A

Service Mark	Reg. No.	Reg. Date
TELEPARENT	3,317,816	10/23/2007

