

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

11/18/2010  
 900175765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart is Cool		11/18/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Learning to Lead		
Street Address:	10 Long Lane		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	CORPORATION: <i>Pennsylvania</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3487452	SMART IS COOL	
CORRESPONDENCE DATA			
Fax Number:	(484)318-7677		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	484-880-1458		
Email:	bethmooney@learningtolead.org		
Correspondent Name:	Beth Mooney		
Address Line 1:	10 Long Lane		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
NAME OF SUBMITTER:	Beth Mooney		
Signature:	/Beth Mooney/		
Date:	11/18/2010		
Total Attachments: 1			

OP \$40.00 3487452

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TRADEMARK  
 REEL: 004449 FRAME: 0443

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ASSIGNMENT OF TRADEMARKS

WHEREAS, \_\_\_Smart is Cool, located and doing business at 10 Long Lane Malvern, PA 19355 ("Assignor"), is the owner of the trademark/s and the record owner of the trademark application/s set forth in the Schedule of Trademark annexed hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, Learning to Lead\_\_\_\_\_, a \_\_\_\_\_Corporation, located and doing business at \_\_\_\_\_PO Box 333 Malvern, PA 19355\_\_\_\_\_ ("Assignee"), is desirous of acquiring all of the rights, title and interest of Assignor in and to the Trademark, together with the goodwill of the business associated with the Trademark, and the portion of the business in connection with any intent-to-use trademark application; and

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration paid by Assignee to Assignor, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee, the entire right, title and interest in and to the Trademark, together with the goodwill of the business associated with the Trademark, all trademark registrations and applications therefor, and the portion of the business in connection with any intent-to-use trademark applications; and

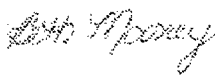
Assignor, does also hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademark, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

Assignor, further authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

Assignor, further agrees to execute such additional documents as may be required to record Assignee as owner of the Trademark and application herein assigned.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the 20\_\_ day of \_November 2010.

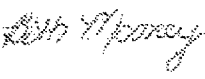
Assignor:

By: 

Title: Managing Partner, Smart is Cool

Date: November 18, 2010

Assignee:

By: 

Title: Executive Director, Learning to Lead

Date: November 18, 2010

SCHEDULE OF TRADEMARK

MARK: Smart is Cool, (Standard Characters, mark jpg) Number: 3487452