

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
RMK HOLDINGS, LLC		10/22/2009	LIMITED LIABILITY COMPANY:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2047768	SCHOOL WORLD SOFTWARE	
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		

Assignment

Page 2 of 2

ATTORNEY DOCKET NUMBER:	C. GEIGER/EDLINE/ VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	12/15/2010
Total Attachments: 4 source=SchoolWorld Trademark Agreement#page1.tif source=SchoolWorld Trademark Agreement#page2.tif source=SchoolWorld Trademark Agreement#page3.tif source=SchoolWorld Trademark Agreement#page4.tif	
RECEIPT INFORMATION	
ETAS ID:	TM189628
Receipt Date:	12/15/2010
Fee Amount:	\$40

EXECUTION COPY**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT, dated October 22, 2009, (this "Assignment"), is entered into by and between RMK Holdings, LLC, a Delaware limited liability company ("Assignor"), and ~~RMK LLC, a Delaware limited liability company~~ ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor, Assignee 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 trademarks and trademark applications owned by Assignor;

WHEREAS, Assignor wishes to confirm Assignee's ownership of those trademarks and assign to Assignee any right, title and interest that Assignor may have in and to the trademark registration listed on the attached Schedule A (the "Assigned Trademark");

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 Trademark 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 Trademark, 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 Trademark 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 Trademark, 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 foreign authorities to record Assignee as the assignee and owner of the Assigned Trademark.
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.

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.

RMK Holdings, LLC By: <u><i>[Signature]</i></u> Name: K. Wesley M. Jones Title: Manager	Edline LLC By: _____ Name: Jonathan Abrams Title: President
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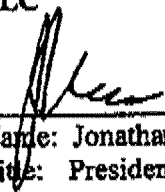
Sworn to and subscribed before me as of the date first written above.

Tami M. Wavrick
Notary Public

My Commission Expires: 1.19.2010

Tami M. Wavrick
Notary Public
Mecklenburg County, N.C.

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.

<p>RMK Holdings, LLC</p> <p>By: _____ Name: K. Wesley M. Jones Title: Manager</p>	<p>Edline LLC</p> <p>By:  _____ Name: Jonathan Abrams Title: President</p>
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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
SCHOOL WORLD SOFTWARE	75/097,100	5/1/1996	2047768	3/25/1997