

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
Education Connection Services, Inc.		10/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EducationDynamics, LLC		
Street Address:	5 Marine View Plaza, Suite 212		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3323365	EDUCATION CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	(540)510-3050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5405103046		
Email:	trademarks@leclairryan.com		
Correspondent Name:	Tara A. Branscom		
Address Line 1:	10 S. Jefferson Street, Suite 1800		
Address Line 4:	Roanoke, VIRGINIA 24011		
ATTORNEY DOCKET NUMBER:	18898.0002		
NAME OF SUBMITTER:	Attorney of Record		
Signature:	/Tara A. Branscom/		
Date:	01/19/2011		

CH \$40.00 3323365

Total Attachments: 3

source=ASSIGNMENT#page1.tif

source=ASSIGNMENT#page2.tif

source=ASSIGNMENT#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into this 12th day of April, 2010 (the "Effective Date") by and between Education Connection Services, Inc., a Delaware corporation ("Assignor"), and EducationDynamics, LLC, a limited liability company of Delaware ("Assignee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest, in and to the Trademarks, together with all translations, adaptations, derivations and combinations thereof, all goodwill related to or associated with the use of and symbolized by the Trademarks, the know-how associated with and necessary to control the nature and quality of goods and services offered in connection with the Trademarks, and including all causes of action, either in law or in equity, for past, present, or future infringement of the Trademarks, and all rights corresponding to any of the foregoing, throughout the world. "Trademarks" means any and all domain names registered in the name of Assignor and any and all trademarks owned by Assignor, including but not limited to, those trademarks and domain names disclosed by the Stock Purchase Agreement dated as of April 12, 2010 among EducationDynamics, Inc., Kaplan, Inc. and Education Connection Services, Inc., together with the trademarks listed in Schedule A hereto and incorporated herein by reference.

2. Assignor agrees that it shall, at Assignee's cost and expense: execute and deliver further instruments of conveyance, transfer and assignment as requested by Assignee, its successors, or assigns; communicate to Assignee, its successors and assigns, such facts relating to the Trademarks or the history thereof as may be known to it; and take any and all other actions as Assignee, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit such Trademarks and all rights therein to Assignee, its successors, or assigns.

3. In the event that Assignee is unable for any reason to secure Assignor's signature to any document or instrument necessary to effect the Assignment set forth herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or instrument with the same legal force and effect as if executed by Assignor. The power of attorney granted herein is irrevocable and is a power coupled with an interest.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers.

EDUCATION CONNECTION SERVICES, INC.

By: Steve L. Jones, CEO
10/25/10

EDUCATIONDYNAMICS, LLC

By: Steve L. Jones, CEO
10/25/10

SCHEDULE A

Registered Marks:

EDUCATION CONNECTION Reg. No. 3,323,365

Unregistered Marks:

TEST DRIVE COLLEGE ONLINE

Test Drive College ONLINE

TEST DRIVE GRAD SCHOOL ONLINE

Test Drive Grad School ONLINE