

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laurel Springs School		09/04/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nobel Learning Communities, Inc.		
Street Address:	1615 West Chester Pike		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77501106	AURORA	
Serial Number:	77500784	AURORA LEARNING	
CORRESPONDENCE DATA			
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Date:

01/20/2011

Total Attachments: 15

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STOCK AND ASSET PURCHASE AGREEMENT

by and among

LAUREL SPRINGS SCHOOL

LEARNING SPRINGS, INC.

THEIR STOCKHOLDERS

and

NOBEL LEARNING COMMUNITIES, INC.

September 4, 2009

This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed and executed by the parties.

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STOCK AND ASSET PURCHASE AGREEMENT

THIS STOCK AND ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 4th day of September, 2009 (the "Execution Date"), by and among Nobel Learning Communities, Inc., a Delaware corporation ("Purchaser"), Laurel Springs School, a California corporation ("Laurel Springs"), Learning Springs, Inc., a California corporation ("Learning Springs" and, together with Laurel Springs, each a "Company" and together, the "Companies"), The Marilyn Mosley & Lee Gordanier Family Trust, The Marilyn Mosley & Lee Gordanier Exemption Trust, Pacific Capital Bank, NA Custodian FOB Helen Bird Roth IRA, Pacific Capital Bank, NA Custodian FOB Rex Bird Roth IRA, and Santa Barbara Business Consulting, Inc., a California corporation, who together constitute all of the stockholders of Laurel Springs and Learning Springs and own the number of shares of each entity as identified on **Annex I** attached hereto and made a part hereof (individually, "Seller" and collectively "Sellers"). Capitalized terms used but not defined herein have the meanings assigned to them in **Article I** or in other Articles of this Agreement.

WHEREAS, Laurel Springs is an accredited personalized K through 12 distance learning school (the "Laurel Springs Business");

WHEREAS, Learning Springs owns and operates a learning management system as well as K through 12 curriculum (the "Learning Springs Business");

WHEREAS, Sellers, excluding Santa Barbara Business Consulting, Inc., own 100% of the issued and outstanding capital stock of the Laurel Springs as set forth on **Annex I** attached hereto and made a part hereof (collectively, the "Shares");

WHEREAS, Sellers desire to sell to Purchaser and Purchaser desires to acquire from Sellers all of the shares of common stock of Laurel Springs; and

WHEREAS, Learning Springs desires to sell to Purchaser and Purchaser desires to acquire from Learning Springs substantially all of the assets of Learning Springs including the good will, as more fully described herein;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

For purposes hereof, the following terms, when used herein with initial capital letters, shall have the respective meanings set forth herein:

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of a Company and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of a Company, (b)

“Total Deficit” has the meaning set forth in **Section 2.5(d)(v)**.

“Transactions” means the transactions contemplated by this Agreement, the Seller Documents and the Company Documents.

“Transaction Documents” means this Agreement and the other documents to be executed in connection with the Transactions.

“WASC” means the Western Association of Schools and Colleges.

ARTICLE II

PURCHASE AND SALE OF SHARES AND ASSETS

2.1 Laurel Springs Stock Purchase.

Subject to the terms and conditions of this Agreement and on the basis of and in reliance upon the covenants, agreements and representations and warranties set forth herein, at the Closing, Sellers shall sell, assign, transfer, convey and deliver the Shares to Purchaser, and Purchaser shall purchase the Shares from Sellers, free and clear of all Liens (the “Stock Sale”). Each Seller shall deliver to Purchaser the stock certificates representing the Shares held by such Seller, duly endorsed for transfer or accompanied by duly executed stock powers or transfer documents.

2.2 Learning Springs Asset Purchase.

(a) Subject to the terms and conditions of this Agreement and on the basis of and in reliance upon the covenants, agreements and representations and warranties set forth herein, at the Closing, Learning Springs shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, free and clear of all Liens (the “Asset Sale”), all of Learning Springs’s right, title and interest in and to all of the tangible and intangible properties and assets belonging to or used in the operation of the Learning Springs Business, other than the Excluded Assets and the (collectively, the “Purchased Assets”).

(b) Without limiting the foregoing, the Purchased Assets shall include the following, except to the extent that any of the following constitutes an Excluded Asset:

- (i) Any cash after accounting appropriately for an Estimated Cutoff Deficiency, if any;
- (ii) Any Learning Springs Accounts Receivable;
- (iii) All Learning Springs Prepaid Expenses;
- (iv) All furniture, fixtures, telephone and computer equipment, machinery, teaching and educational supplies, vehicles and leasehold improvements and other tangible personal property;

(v) All software and related systems, including the existing student information system (“Fred/Pebbles”), the Learning Management System (referred to as “Aurora”), existing website and any other ancillary programs and licenses supporting the on-line marketing and delivery of education;

(vi) All student/parent rosters;

(vii) All existing inventory;

(viii) The trade names The Learning Springs, Aurora Learning and any other trade names utilized in the Learning Springs Business (including any interests in the trade name The Laurel Springs School);

(ix) All existing accreditations and all other curriculum materials and licenses, including the delivery and marketing of on-line learning;

(x) All enrollment fees, prepaid tuition, laboratory fees, extension fees, deposits, and registration fees, subject to the accounting provided in **Section 2.4**;

(xi) All application fees, prepaid tuition payments and deposits received by Learning Springs with respect to Learning Springs or representing payment for services to be provided after the Closing Date;

(xii) To the extent assignable, all maintenance contracts, service contracts, equipment and other leases (including, if leased, the telephone system), vehicle leases, real property leases, telephone numbers, Intellectual Property contracts (including assignments), computer software contracts and other rights under contracts to which Learning Springs is a party (the “Contracts”);

(xiii) To the extent assignable, all permits, franchises, licenses, approvals and other authorizations (the “Permits”);

(xiv) All goodwill of Learning Springs as a going concern, including all rights to deal with clients and customers;

(xv) All client and customer lists and records, enrollments and other documents, correspondence and files of Learning Springs, including all software and computer files;

(xvi) All secrecy and non-disclosure agreements with current or former employees, consultants or contractors relating to Learning Springs; and

(xvii) All other tangible and intangible assets which are used in or necessary to the operation of Learning Springs.

(c) Excluded Assets. Notwithstanding anything to the contrary, the following rights, properties and assets of Learning Springs shall not be included in the Purchased Assets:

free and clear of all Liens, except for Permitted Liens. Each of the personal property items included within the Closing Date Assets is in good repair and good operating condition, ordinary wear and tear excepted, fit for its intended purposes, and is adequate for the continuation of Companies' respective businesses. Inventories included within the Closing Date Assets shall consist of bona fide and current raw materials, work in process and finished goods that are fit for sale and not obsolete. The Closing Date Assets are all the assets necessary for the present operation of the Laurel Springs Business and the Learning Springs Business, and there are no assets used in the conduct of such businesses other than the Closing Date Assets.

(b) The real property demised by the leases described on **Schedule 5.14(b)(i)** of the Companies' Disclosure Schedule constitutes all of the real property leased by Laurel Springs (the "Laurel Springs Leased Real Property") and the real property demised by the leases described on **Schedule 5.14(b)(ii)** of the Companies' Disclosure Schedule constitutes all of the real property leased by Learning Springs (the "Learning Springs Leased Real Property"). The Companies have delivered or made available to the Purchaser complete and accurate copies of each of the leases for the Leased Real Property or, in the case of oral leases, a description of all of the terms of such oral leases (each a "Real Property Lease") described on **Schedule 5.14(b)(i)-(ii)** of the Companies' Disclosure Schedule, and none of the Real Property Leases have been modified in any respect, except to the extent that such modifications are disclosed by the copies (or, in the case of oral leases, descriptions) delivered or made available to the Purchaser. Except as set forth on the attached **Schedule 5.14(b)(i) or (ii)** of the Companies' Disclosure Schedule, as applicable, the Leased Real Property leases are in full force and effect, subject to proper authorization and execution of such lease by the other party(ies) thereto and the application of any bankruptcy or creditor's rights laws or general principles of equity and neither of the Companies, nor, to the Knowledge of the Companies, any other party thereto, is in material breach or default under any of such Real Property Leases, and no event has occurred which, with notice or lapse of time, would constitute such a material breach or default or give any party thereunder the right to terminate or accelerate any material rights under any such Real Property Lease. Neither of the Companies has any Owned Real Property.

5.15 Intellectual Property.

(a) As used in this Agreement, the following terms shall have the meanings indicated below:

(i) "Intellectual Property" means any and all worldwide industrial and intellectual property rights and all rights associated therewith, located throughout the world, whether or not filed, perfected, registered or recorded, including all renewals and applications for renewal, including, without limitation:

(1) all issued and pending patents of all classes and types and applications therefore and all reissues, divisions, renewals, extensions, provisionals, drafts of patent applications to be filed and continuations and continuations-in-part thereof;

(2) all original works of authorship, copyrights, copyright registrations and applications therefore, and all other rights corresponding thereto, all mask works, mask work registrations and applications therefore, and any equivalent or similar rights in

semiconductor masks, layouts, architectures or topology, computer data (including formulations and analyses), computer programs and software (in source code, object code and executable file forms) and firmware and all related programming, user and systems documentation, development tools, files, records and data, all schematics, net lists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, and all rights in prototypes, all databases and data collections and all rights therein, all moral and economic rights of authors and inventors, however denominated, any other intangible intellectual property assets of the Companies, and any similar or equivalent rights to any of the foregoing;

(3) all trade dress and trade names, brand names, logos, internet addresses and domain names, all uniform resource locators, trademarks and service marks (including, without limitation, any common law or prior use rights that may exist with respect to any of the foregoing) and related registrations and applications, including, without limitation, any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill of each of the Companies' businesses associated with any of the foregoing;

(4) all inventions (whether documented or undocumented, whether patentable or not and whether or not reduced to practice), improvements, invention disclosures, invention notebooks, file histories, industrial designs, product designs and concepts, research and development methods, and any registrations and applications therefore;

(5) trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, confidential business information, manufacturing and production processes and techniques, financial information, pricing and cost information, business and marketing plans, outreach plans and sales information, customer (and prospective customer), distributor, supplier, consultant and reseller lists (including contact information and other relevant information), educational content, curricula, teaching outlines, lesson plans, testing processes and procedures, student records and other student-related personal information, human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data, correspondence, records, and other proprietary information of every kind;

(6) all versions, releases, upgrades, derivatives, enhancements and improvements of any of the foregoing; and

(7) all statutory, Contractual and other claims, demands and causes of action for royalties, fees and other income from, or infringement, misappropriation or violation of, any of the foregoing and all of the proceeds from the foregoing.

(ii) "Company IP Rights" means any and all Intellectual Property owned, including but not limited to Company-Owned IP Rights, used or licensed by either of the Companies as of the Execution Date.

(iii) "Company-Owned IP Rights" means all (A) Company IP Rights that are owned by either of the Companies; (B) Company IP Rights that were developed for either of the Companies by full or part time Employees within the scope of their employment and

that vested in either of the Companies by operation of law; and (C) Company IP Rights that were assigned by consultants and Employees of either of the Companies in a written assignment. For purposes of clarity and without limiting the generality of the foregoing, Company-Owned IP Rights include, without limitation, Company Registered Intellectual Property, Company Source Code, Company-Owned Software, and Company-Owned Educational Content.

(iv) “Company Registered Intellectual Property” means all United States, international and foreign: (A) patents and patent applications (including provisional applications); (B) registered copyrights and applications for copyright registration; (C) registered trademarks and service marks and applications for trademark and service mark registration and (D) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any Governmental Authority owned by, registered or filed in the name of either of the Companies, in each case that is based upon any Company IP Rights.

(v) “Third Party Intellectual Property Rights” means any Intellectual Property owned by a third party.

(vi) “Company Source Code” means, collectively, any software source code or confidential manufacturing specifications or designs, any material portion or aspect of software source code or confidential manufacturing specifications or designs, or any material proprietary information or algorithm contained in or relating to any software source code or confidential specifications or designs, in each case, which is included in any Company-Owned IP Rights.

(b) The Companies (i) own complete, unencumbered, unrestricted and exclusive right, title, and interest in the Company-Owned IP Rights, and (ii) have the valid right or license, to all other Company IP Rights, except as disclosed on **Schedule 5.15(b)** of the Companies’ Disclosure Schedule.

(c) The Companies have obtained complete, unencumbered, unrestricted and exclusive right, title, and interest to the Company-Owned IP Rights, except as disclosed on **Schedule 5.15(c)** of the Companies’ Disclosure Schedule.

(d) The Companies own and have good and exclusive title to each item of Company-Owned IP Rights free and clear of any Liens. The right, license and interest of the Companies in and to all Third Party Intellectual Property Rights licensed by either Company from a third party are free and clear of all Liens (excluding restrictions contained in the applicable license agreements with such third parties), except as disclosed on **Schedule 5.15(d)** of the Companies’ Disclosure Schedule.

(e) **Schedule 5.15(e)** of the Companies’ Disclosure Schedule lists all computer programs, software, firmware and other similar proprietary systems owned, licensed, or used by either of the Companies (the “Software”) and, in each case, discloses whether such item is owned, licensed or otherwise used by either of the Companies. For items that are listed as owned by either of the Companies (the “Company-Owned Software”) and that were developed by Employees, independent contractors, consultants or other third parties for the

12.11 Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware. The parties agree that any action brought by either party under or in relation to this Agreement, including, without limitation, to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in the State of California.

12.12 Waiver of Jury Trial. **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.**

12.13 Seller Voting. All references in this Agreement to any Consent or any other action to be taken by the "Sellers" shall mean such Consent or action taken with the affirmative approval of the Sellers holding a majority of the Shares.

12.14 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature.

12.15 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Companies:


LAUREL SPRINGS SCHOOL

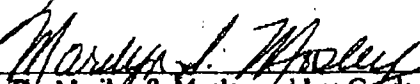
By: 
Name: Rex Bird
Title: President & CEO


LEARNING SPRINGS, INC.


By: 
Name: Rex Bird
Title: President & CEO

Sellers:


The Marilyn S. Mosley and Lee Gordanier Family Trust
By: Marilyn S. Mosley, Trustee


The Marilyn S. Mosley and Lee Gordanier Exemption Trust
By: Marilyn S. Mosley, Trustee


Pacific Capital Bank, N.A., Custodian FOB Rex Bird Roth IRA
By: Rex Bird


Pacific Capital Bank, N.A., Custodian FOB Helen Bird Roth IRA
By: Rex Bird

Purchaser:

NOBEL LEARNING COMMUNITIES, INC.

By: _____
Name: George Bernstein
Title: President & CEO

[Signature Page to Stock and Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Companies:

LAUREL SPRINGS SCHOOL

By: _____
Name: Rex Bird
Title: President & CEO

LEARNING SPRINGS, INC.

By: _____
Name: Rex Bird
Title: President & CEO

Sellers:

The Marilyn S. Mosley and Lee Gordanier Family Trust
By: Marilyn S. Mosley, Trustee

The Marilyn S. Mosley and Lee Gordanier Exemption Trust
By: Marilyn S. Mosley, Trustee

Pacific Capital Bank, N.A., Custodian FOB Rex Bird Roth IRA
By: Rex Bird

Pacific Capital Bank, N.A., Custodian FOB Helen Bird Roth IRA
By: Rex Bird

Purchaser:

NOBEL LEARNING COMMUNITIES, INC.

By: 
Name: George Bernstein
Title: President & CEO

[Signature Page to Stock and Asset Purchase Agreement]

Seller:

SANTA BARBARA BUSINESS CONSULTING, INC.

By: 

Name: Rex Bird

Title: President & CEO

{Signature Page to Stock and Asset Purchase Agreement}

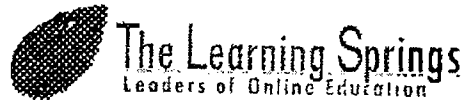
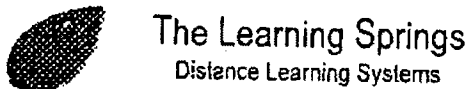
Schedule 5.15(g): All trade dress and trade names, brand names, logos, internet addresses and domain names, uniform resource locators, trademarks and service marks owned or used by either of the Companies, indicating whether each is owned, licensed or otherwise used by either of the Companies and, for those items which are not owned by either of the Companies or to which the Companies do not have an unrestricted right to use, the name of the Person(s) who owns such item or whose rights otherwise restrict the rights of the Companies, are as follows:

A. Trademarks and logos owned at common law by the Companies:

LAUREL SPRINGS SCHOOL



THE LEARNING SPRINGS



LAUREL SPRINGS ACADEMY



B. Trademarks applied for with the United States Patent and Trademark Office in the name of Laurel Springs:

1. **CASCADE BOOK SALES** – Serial No. 7750169; application filed on June 17, 2008; non-final office action mailed on September 19, 2008 and April 8, 2009. The company is no longer pursuing this mark.
2. **LAUREL SPRINGS SCHOOL** – Serial No. 77498036; application filed on June 13, 2008; certificate of registration issued and mailed on July 10, 2009.
3. **LAUREATE SCHOOL FOR THE GIFTED & TALENTED** – Serial No. 77494817; application filed on June 10, 2008; non-final office action mailed on September 18, 2008; however, this application has been abandoned pursuant to an agreement with Laureate Education, Inc. (Please see Disclosure Schedule 5.15(m).) Notice of abandonment mailed on April 20, 2009.
4. **AURORA LEARNING** – Serial No. 77500784; application filed on June 17, 2008; - notice of suspension issued and mailed on April 7, 2009. The US Patent and Trademark Office suspended the applications for the “Aurora Learning” (application # 77500784) and the “Aurora” (application # 77501106) trademarks. The applications were suspended pending the disposition of prior-dated applications by other entities (in particular, applications # 78609424 and # 77289673). Requests were submitted to remove the applications from suspension, but the arguments were rejected and the suspensions upheld.
5. **AURORA** – Serial No. 77501106; application filed on June 17, 2008; non-final office action mailed on September 26, 2008; notice of suspension issued and mailed on April 7, 2009. The US Patent and Trademark Office suspended the applications for the “Aurora Learning” (application # 77500784) and the “Aurora” (application # 77501106) trademarks. The applications were suspended pending the disposition of prior-dated applications by other entities (in particular, applications # 78609424 and # 77289673). Requests were submitted to remove the applications from suspension, but the arguments were rejected and the suspensions upheld.
6. **THE LEARNING SPRINGS** – Serial No. 77500388; application filed on June 17, 2008; final office action mailed on April 7, 2009.

C. Domain names that have been active in the past year: (some may no longer be active)