

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Assignment Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDLINE HOLDINGS, INC.		01/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EDLINE LLC		
Street Address:	200 WEST MONROE STREET		
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:	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:	212.310.8000		
Email:	vindra.richter@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Vindra Richter/si		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	43502.0010.C.GEIGER/SI		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/Vindra Richter/		

CH \$40.00 3317816

Date:

01/25/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated Jan 24, 2011 (this "Assignment"), is entered into by and between Edline Holdings, Inc. ("Assignor"), and Edline LLC ("Assignee"). Both Assignors and Assignee are collectively referred to herein as the "Parties."

WHEREAS, pursuant to the unanimous written consent of the Board of Directors of Assignor dated as of October 11, 2010, the Assigned Trademark (as defined herein), among other assets, was contributed to Edline Midco, Inc. ("Midco") as a contribution to capital;

WHEREAS, pursuant to the unanimous written consent of the Board of Directors of Midco dated as of October 11, 2010, the contribution of the Assigned Trademark, among other assets, was accepted and such assets, including the Assigned Trademark were contributed to Assignee as a contribution to capital;

WHEREAS, pursuant to the written consent of the sole member of Assignee dated as of October 11, 2010, the contribution of the Assigned Trademark, among other assets, was accepted (together with the consents in the two preceding recitals, the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver, and Assignee has agreed to accept and acquire all of Assignor's rights, title and interests in and to the trademark 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 rights, title and interests Assignor holds, or may hold, in and to the Assigned Trademark, 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 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.

3. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

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.

EDLINE HOLDINGS, INC. By: <u>Jay Alter</u> Name: Jay Alter Title:	EDLINE LLC By: <u>Jay Alter</u> Name: Title:
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Schedule A

COUNTRY	TRADEMARK	REG. NO.
US	TELEPARENT	3,317,816