

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Sylvan Learning, Inc. | | 03/20/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Catapult Learning, LLC | | |
| Street Address: | 470 North 2nd Street | | |
| Internal Address: | 2nd Floor | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19123 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2638273 | CAREER STARTERS | |
| Registration Number: | 2939094 | ACHIEVEREADING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)344-8300 | | |
| Phone: | 202-344-4019 | | |
| Email: | trademarkdocket@venable.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Mark B. Harrison | | |
| Address Line 1: | 575 7th Street, N.W. | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20004-1601 | | |
| ATTORNEY DOCKET NUMBER: | 191385 | | |
| NAME OF SUBMITTER: | Mark B. Harrison, Esq. | | |
| Signature: | /MBH-hrc/ | | |

CH \$65.00 2638273

Date:

10/05/2011

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Sylvan Learning, Inc. ("ASSIGNOR"), a corporation organized under the laws of the State of Delaware, whose business address is 1001 Fleet Street, Baltimore, Maryland 21202, owns the trademarks ("Marks") and the trademark registrations ("Registrations") listed on the attached Schedule A; and


WHEREAS, Catapult Learning, LLC ("ASSIGNEE"), a Delaware limited liability company, whose business address is 470 North 2nd Street, 2nd Floor, Philadelphia, PA 19123, desires to acquire all rights, title and interest in and to the Marks and the Registrations, and the goodwill symbolized by and appurtenant to the Marks pursuant to an Equity Purchase Agreement dated March 20, 2008 by and among ASSIGNEE and ASSIGNOR's parent company, Educate, Inc.;

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and set over, and does, by this Assignment, sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives and assigns ASSIGNOR's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks and the Registrations (including any common law rights that may exist and are associated therewith), together with the goodwill symbolized by and appurtenant to the Marks, and all claims for damages, payments and profits for infringement and unauthorized use, with the right to sue for and collect the same for the sole use and benefit of ASSIGNEE, its successors, legal representatives and assigns.

ASSIGNOR agrees, without further consideration but at ASSIGNEE'S sole expense, to take such actions, including without limitation the execution, acknowledgment and delivery of documents, as may be necessary, appropriate or reasonably requested by ASSIGNEE to further effectuate the assignment contemplated herein. ASSIGNOR further authorizes the Director of the United States Patent & Trademark Office to record the Marks and Registrations and title thereto as the property of ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer or representative on the date written below.

SYLVAN LEARNING, INC.

By:  _____

Name: Peter Cohen

Title: President

Date: _____

Schedule A

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Country</u> |
|-------------------|-------------------------|--------------------------|----------------|
| → CAREER STARTERS | Reg. # 2638273 | October 22, 2002 | US |
| EARLYLEARNERS | Reg. # 2913626 | December 21, 2004 | US |
| ACHIEVEENGLISH | Reg. #2880091 | August 31, 2004 | US |
| ACHIEVEMATH | Reg. #2863428 | July 13, 2004 | US |
| → ACHIEVEREADING | Reg. #2939094 | April 12, 2005 | US |