

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
FUTUREMELD, L.L.C.		06/02/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	COLLEGEDEGREES.COM, LLC		
Street Address:	1001 McKinney Street		
Internal Address:	Suite 650		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3717813	BRAINTRACK	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5124578000		
Email:	srandle@dbcllp.com		
Correspondent Name:	DuBois, Bryant & Campbell, LLP		
Address Line 1:	700 Lavaca		
Address Line 2:	Suite 1300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	3385-1		
NAME OF SUBMITTER:	J. Seth Randle		

Signature:	/J. Seth Randle/
Date:	06/05/2012
Total Attachments: 4 source=BRAINTRACK_Assignment#page1.tif source=BRAINTRACK_Assignment#page2.tif source=BRAINTRACK_Assignment#page3.tif source=BRAINTRACK_Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Assignment is effective as of the 4th day of June, 2012, by and between Futuremeld, L.L.C., a Massachusetts limited liability company, having its principal office at 6 Ashley Road, Southboro, MA 01772 (“Assignor”), and CollegeDegrees.com, LLC, a Texas limited liability company, having its principal office at 1001 McKinney Street, Suite 650, Houston, TX 77002 (“Assignee”).

WITNESSETH:

WHEREAS, the Assignor is the owner of any and all rights associated with the mark BRAINTRACK, U.S. Registration No. 3,717,813 (the “Mark”), including, without limitation, any and all common law rights derived through the Assignor’s use of the Mark, rights associated with any state or federal applications to register the Mark, and any trade dress rights, and other intellectual property rights acquired by the Assignor through the Assignor’s use of the Mark; and

WHEREAS, the Assignor has agreed to sell and Assignee has agreed to purchase certain assets of the Assignor pursuant to an Asset Purchase Agreement by and among the Assignor and the Assignee dated of even date herewith (the “Asset Purchase Agreement”), including all of Assignor’s right, title and interest, and any and all good will associated therewith, in the Mark.

NOW, THEREFORE, in consideration of monies paid pursuant to the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to any and all rights associated with the Mark, including, without limitation:

the common law trademark rights associated with the Mark, any and all state trademark applications associated with the Mark, any and all United States trademark applications associated with the Mark, and any foreign trademark rights associated with the Mark, including the goodwill embodied with the Mark, any and all stylized and typed versions of the Mark, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof; and

any and all trade dress rights associated with the packaging and advertising of products or services used in connection with the Mark and all rights corresponding thereto throughout the world, including the right to sue for infringement of these trade dress rights, and including any and all past infringements and damages resulting therefrom.

Assignor hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor to record the Assignee as the owner of the Mark and to issue all registrations for the Mark, to be in the name of the Assignee, as the Assignee of the Mark, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

This Assignment is delivered pursuant to, and subject to, the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede

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BRAINTRACK

any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement or otherwise expand any of the rights or remedies of the Assignee with respect to the transactions contemplated thereby. To the extent any of the provisions in this Assignment are inconsistent with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

[Signature Page Follows]

EXECUTED as of the date first written above.

ASSIGNOR:
FUTUREMELD, L.L.C.

By: *D. Siegel*
Name: David L. Siegel
Title: Vice President / Manager

STATE OF MA)
) ss.
County of Middlesex)

On this 2nd day of June, 2012, before me, a notary public in and for said county, appeared David L. Siegel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

(Seal)

D. Damata

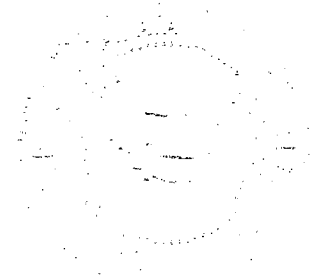
Notary Public

My commission expires:

August 5, 2016



DANIELLE VERROCCHI DAMATA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 5, 2016



ASSIGNEE:
COLLEGEDEGREES.COM, LLC

By: *Stephen P. Amante*
Name: Stephen P. Amante
Title: CPA