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7384-0078 & 7384-0079

2-28-01

TRADEMARKS ONLY
FORM COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
USA Group, Inc.
30 South Meridian Street
Indianapolis, Indiana 46204

Individual(s) Association
 Partnership Limited Partnership
 Corporation Delaware
 Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
XX Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 2/27 2001
Effective Date: 2/27 2001

2. Name and address of receiving party(ies):
HIJ CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Delaware
 Other _____

Internal Address: c/o Eric D. Reicin

Street Address: 11600 Sallie Mae Drive

City: Reston State: VA ZIP: 20193

Additional name(s) & address(es) attached? Yes No



02-28-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #01

4. Application number(s) or Registration number(s):
A. Trademark Application No.(s) **75/817,100**
75/817,101

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **E. Victor Indiano**
Internal Address:
Street Address: **One North Pennsylvania Street**
Suite 850
Indianapolis, Indiana 46204
Telephone: **(317) 822-0033**

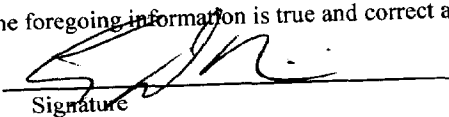
6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41):.....\$**65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-1590. Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE 65E

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Eric D. Reicin  2/27 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

PURCHASE AGREEMENT

By and Among

**SLM HOLDING CORPORATION,
HIJ CORPORATION,
USA GROUP, INC.,
USA GROUP LOAN SERVICES, INC.,**

and

USA GROUP GUARANTEE SERVICES, INC.

Dated as of June 14, 2000

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into this 14th day of June, 2000, by and among SLM Holding Corporation, a Delaware corporation ("SLM"), HIJ Corporation, a Delaware corporation ("Acquisition Corp." and together with SLM, the "Buyers"), USA Group, Inc., a Delaware non-stock corporation ("Group"), USA Group Loan Services, Inc., a Delaware non-stock non-profit corporation of which Group is the sole member ("Loan Services"), and USA Group Guarantee Services, Inc., a Delaware non-stock non-profit corporation of which Group is the sole member ("Guarantee Services" and, together with Group and Loan Services, the "Sellers").

RECITALS

WHEREAS, Sellers are engaged in purchasing, holding and servicing educational loans, providing administrative and support services to student loan guarantee agencies, lenders and educational institutions and providing other education related services (other than Group Work, the Guarantee Business and services and activities performed by SMS Hawaii, the "Business");

WHEREAS, Group is a nonprofit corporation, the charitable mission of which is to foster education and encourage the continuation of studies at universities, colleges and schools (the "Group Work"); Group's Affiliate, United Student Aid Funds, Inc., a Delaware non-stock non-profit corporation ("Funds"), is engaged in acting as a guarantor of student loans pursuant to the Higher Education Act of 1965, as amended (the "Guarantee Business"), and Guarantee Services is the sole member of Secondary Market Services Corp.-Hawaii, a Hawaiian non-stock non-profit corporation ("SMS Hawaii");

WHEREAS, Group is the sole member of Loan Services and Guarantee Services and owns one hundred percent (100%) of the issued and outstanding shares of the capital stock of USA Group Enterprises, Inc., a wholly-owned subsidiary of Group and an Indiana corporation, ("Enterprises") and other assets used to conduct the Business;

WHEREAS, Enterprises owns one hundred percent (100%) of the issued and outstanding shares of capital stock of Education One Group, Inc., an Indiana corporation, Education Debt Services, Inc., an Indiana corporation, USA Group Noel-Levitz, Inc., an Indiana corporation, Downtown Services, Inc., an Indiana corporation, USA Group Secondary Market Services, Inc., a Delaware corporation ("USA Group SMS"), and Secondary Market Company, Inc., a wholly-owned subsidiary of USA Group SMS and a Delaware corporation ("Secondary Market", and together with Enterprises and the foregoing subsidiaries, the "Transferred Subsidiaries"); and

WHEREAS, Sellers desire to sell to Buyers, and Buyers desire to purchase from Sellers, all of the properties and assets of Sellers other than the Retained Assets (as defined herein), used in connection with the Business upon and subject to the terms, covenants, conditions, warranties and representations set forth in this Agreement.

WHEREAS, Sellers have determined that their participation in the transactions described herein will further their charitable purposes by enhancing the resources that will be available to them for the purpose of fostering education and access to education.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1 **TRANSACTION TERMS**

1.1 Transfer of Assets and Assumption of Liabilities. Upon and subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 2.1, Sellers shall convey, sell, assign, transfer and deliver to Buyers, and Buyers shall purchase and acquire from Sellers all of the assets, properties, rights, privileges, claims, contracts and interests of every kind and description, real or personal, tangible or intangible, absolute or contingent, wherever situated, whether or not carried or reflected on the books and records of Sellers, which are owned by or used or held for use by Sellers in the conduct of the Business, free and clear of any and all Liens other than Permitted Liens, except for the Retained Assets (as defined in Section 1.2) (such assets, properties, rights, privileges, claims, contracts and interests being hereinafter collectively called the "Acquired Assets"). "Lien" means any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemptive, conversion, put, call or other claim or right, restriction on transfer, or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets, any conditional sale or other title retention agreement, any financing lease involving substantially the same economic effect as any of the foregoing and the filing of any financing statement under any applicable Law (as defined in Section 3.1)). Without limiting the generality of the foregoing, the Acquired Assets shall include the following:

(a) **Tangible Personal Property.** All of the equipment, office furniture, furnishings, office equipment, computer hardware and software, leasehold and other improvements and all other tangible personal property owned by or used or held for use by Sellers in connection with the Business;

(b) **Account Balances.** Except to the extent set forth in Section 1.2(a), all balances in all banking or investment accounts as of the Closing Date;

(c) **Books, Records and Written Materials.** All of the business records of the Sellers used in connection with the Business, including all financial books and records, studies, analyses, strategies, plans, forms, specifications, technical data, and any similar information which has been reduced to writing;

(d) **Catalogs and Advertising Materials.** All of the promotional and advertising materials, including all catalogs, brochures, videos, plans, manuals, handbooks, and equipment owned by or used or held for use by Sellers in connection with the Business;

(e) **Intellectual Property.** Any and all intellectual property owned by Sellers, together with all claims for damages against Persons by reason of past infringement and the right to sue for and collect such damages, confidential or proprietary business information and trade secrets and all other intellectual and intangible property rights owned by Sellers or to, or in, which Sellers have any right or interest whatsoever, and which are used or held for use by Sellers in connection with the Business (where there are multiple copies of such material in possession or control of Sellers, all copies of such material) (as used herein, "**Person**" means a corporation (either stock or non-stock, for or non-profit), limited liability company, association, partnership, organization, trust, joint venture or other legal entity, any individual, group of individuals or a United States, state, local or other governmental entity or municipality or subdivision thereof or any authority, department, commission, board, bureau, agency, court or instrumentality ("**Governmental Authority**"));

(f) **Contracts.** All rights and benefits of Sellers in, to and under the contracts, leases, instruments, agreements and loans, written or oral (collectively, the "**Contracts**") to which Sellers are a party and which relate to the Business or by which the Business is conducted or by which any of the Acquired Assets are bound (collectively, the "**Assumed Contracts**").

(g) **Licenses.** Any license, franchise, concession, certificate, or registration from or with a Governmental Authority, and held by or used or held for use in connection with the Business (collectively, the "**Licenses**");

(h) **Permits.** Any permit, consent, authorization or approval from or with a Governmental Authority, and held by or used or held for use in connection with the Business (collectively, "**Permits**");

(i) **Enterprises Shares.** Good, valid and record title to, and beneficial ownership of, all of the shares of capital stock of Enterprises (the "**Enterprises Shares**") free and clear of all Liens other than Permitted Liens;

(j) **Name.** The names set forth in Schedule 1.1(j); and

(k) **Other Assets.** All of the other assets, properties, rights, privileges, claims, contracts and interests of every kind and description of Sellers used or held for use in connection with the Business, whether, real or personal, tangible or intangible, absolute or contingent, wherever situated, and whether or not carried or reflected on the books and records of Sellers.

1.2 Retained Assets. Notwithstanding any other provision of this Agreement, Sellers shall retain, and the Acquired Assets shall not include, the following (collectively, the "**Retained Assets**"):

(a) cash (or other assets in a form agreed to by the parties) in an amount (subject to adjustment as set forth in Section 1.5), equal to the Net Asset Value (as defined below) minus \$320 million (the "**Retained Cash**");

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

SLM HOLDING CORPORATION

By: Albert L. Lord
Name: Albert L. Lord
Title: Chief Executive Officer

HIJ CORPORATION

By: Albert L. Lord
Name: Albert L. Lord
Title: President

USA GROUP, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

USA GROUP LOAN SERVICES, INC.

By: _____
Name: _____
Title: _____

USA GROUP GUARANTEE SERVICES, INC.

By: _____
Name: _____
Title: _____

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

SLM HOLDING CORPORATION

By: _____
Name: Albert L. Lord
Title: Chief Executive Officer

HIJ CORPORATION

By: _____
Name: Albert L. Lord
Title: President

USA GROUP, INC.

By: _____
Name: Jeffrey E. Good
Title: Executive Vice President

By: _____
Name: Edward R. Schmidt
Title: Executive Vice President

USA GROUP LOAN SERVICES, INC.

By: _____
Name: Edward R. Schmidt
Title: Executive Vice President

USA GROUP GUARANTEE SERVICES, INC.

By: _____
Name: Jeffrey E. Good
Title: Executive Vice President

Schedule 3.17
Intellectual Property

TRADEMARKS**USA Group, Inc.**

<u>Mark</u>	<u>Status</u>	<u>Action</u>
College Advantage	Common Law Trademark	Transfer to King
College Reliance	Common Law Trademark	Transfer to King
Full Circuit	Registered	Transfer to King
Net Wizard	Registration Pending	Transfer to King
New Agenda Series	Common Law Trademark	Retained Asset
Office Wizard	Intent-to-Use Registration Pending	Transfer to King
Online Loan Connection	Common Law Trademark	Transfer to King
SMS Hawaii (and Design)	Registered	Retained Asset
Strategic Solutions for Education	Registered	Transfer to King
StudentLoansNet.com	Common Law Trademark	Transfer to King
Supporting Access to Education	Registration Pending	Retained Asset
There For You	Registration Pending	Transfer to King
	Intent-to-Use (Class 36) Registration Pending	Transfer to King
USA Group (Design)	Registered	Transfer to King
USA Group (Words)	Registered	Transfer to King
	Intent-to-Use (Class 36) Registration Pending	Transfer to King
USA Group Capital Financing	Registered	Transfer to King
USA Group Cool School	Common Law Trademark	Transfer to King
USA Group Enterprises	Registered	Transfer to King
USA Group Features and Trends	Common Law Trademark	Transfer to King
USA Group Foundation	Common Law Trademark	Retained Asset
USA Group Guarantee Services	Registered	Transfer to King
USA Group Loan Services	Registered	Transfer to King
USA Group Noel-Levitz	Registered	Transfer to King
USA Group Research Institute	Common Law Trademark	Retained Asset
USA Group Secondary Market Services	Registered	Transfer to King
USA Group Secondary Market Services - Hawaii	Registered	Retained Asset
USA Group/There For You (Box Design)	Registration Pending	Transfer to King
USA Group Tuition Payment Plans	Registered	Transfer to King
Where's My Money?	Common Law Trademark	Transfer to King
What's Up With My Loan?	Common Law Trademark	Transfer to King
Your Informed Source	Common Law Trademark	Transfer to King

USA Group Guarantee Services, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
Affinity Loan Programs	Common Law Trademark	Transfer to King
APP Sacks	Common Law Trademark	Transfer to King

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G. King

AppTrak	Common Law Trademark	Transfer to King
Circuit	Common Law Trademark	Transfer to King
CIREBITS	Common Law Trademark	Transfer to King
Connect USA	Common Law Trademark	Transfer to King
Due Diligence & Cure Procedures	Common Law Trademark	Transfer to King
EAGLE	Common Law Trademark	Transfer to King
EAGLE II	Common Law Trademark	Transfer to King
Education Resource Center	Common Law Trademark	Transfer to King
Education Lending Training Conference	Common Law Trademark	Transfer to King
ExpressLoan	Common Law Trademark	Transfer to King
FLAGS	Common Law Trademark	Transfer to King
Help America Learn	Common Law Trademark	Transfer to King
Lender Funds Management	Common Law Trademark	Transfer to King
Loan Survivor	Common Law Trademark	Transfer to King
Private Line	Common Law Trademark	Transfer to King
SnapApp	Common Law Trademark	Transfer to King
Student Loan Workshop	Common Law Trademark	Transfer to King
Student Loan Boot Camp	Common Law Trademark	Transfer to King
Student Loan Counseling Software	Common Law Trademark	Transfer to King
Teamworks	Common Law Trademark	Transfer to King
WhizFund	Common Law Trademark	Transfer to King

USA Group Loan Services, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
Alliance	Common Law Trademark	Transfer to King
AutoChek	Common Law Trademark	Transfer to King
Unity USA	Registered	Transfer to King
Service Excellence Program	Common Law Trademark	Transfer to King
SEP	Common Law Trademark	Transfer to King

United Student Aid Funds, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
United Student Aid Funds, Inc.	Registered	Retained Asset
Arizona Education Loan Program	Common Law Trademark	Retained Asset
Hawaii Education Loan Program	Common Law Trademark	Retained Asset
USA Funds	Registered	Retained Asset
USA Funds (and Design)	Registered	Retained Asset
WhizKid (and Design)	Registered	USA Funds will transfer to King pursuant to a letter agreement upon Closing.

USA Group Enterprises, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
America's Tuition Plan	Registered	To be acquired by King <i>via</i> change of control
ATP	Registered	To be acquired by King <i>via</i> change of control
BOSS	Common Law Trademark	To be acquired by King <i>via</i> change of control

USA Group Secondary Market Services, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
CAP	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Choices	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Choice Rates	Registered	To be acquired by King <i>via</i> change of control of Enterprises
Choice Rebates	Registered	To be acquired by King <i>via</i> change of control of Enterprises
Choice Repay	Registered	To be acquired by King <i>via</i> change of control of Enterprises
College Access Plan	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
College Reserve	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
USA Group Supplemental Loan	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises

'May only use with respect to private loan programs designed for Butler University pursuant to Sallie Mae/SMS Settlement Agreement effective September 1, 1998.

USA Group Noel-Levitz, Inc.

<u>Mark</u>	<u>Status</u>	<u>Action</u>
Academic Advising for Student Success and Retention	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
ActionTrack	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Advanced Connections	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Campus Effectiveness Series	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Campus Quality Survey	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
College Student Inventory	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Connections	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Conexiones	Common Law Trademark	To be acquired by King <i>via</i> change

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		of control of Enterprises
Continuous Improvement Strategies in Education	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Effective Communication Strategies Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Enrollment and Revenue Management System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Enrollment and Net Revenue Tracking System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Enrollment Management Action System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Enrollment Management Matrix	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Enrollment Management Consulting	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Enrollment Potential Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Financial Aid Effectiveness Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
ForecastPlus	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
ForecastPlus for Recruitment	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
ForecastPlus for Retention	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
ForecastPlus for Fund Raising	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Institutional Image and Competitive Positioning Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Institutional Priorities Survey	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Managing Customer Service Course	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Marketing Communications Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Mastering Performance Reviews	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Mini-Financial Aid Workshop	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
National Conference on Student Retention	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
National Enrollment Management Institute	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
National Enrollment Management Survey	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Noel-Levitz	U.S. Registration Pending Canada Registration Pending	To be acquired by King <i>via</i> change of control of Enterprises
On-Site Quality Audit	Common Law Trademark	To be acquired by King <i>via</i> change

		of control of Enterprises
Partners	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Power Strategies for Recruitment and Retention Workshop	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Pricing and Net Revenue Analysis and Workshop	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Quality Improvement Process Specialist Degree Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Quality Process Training for Service and Support Personnel	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Quality Training for Instructors	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Excellence Awards Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Consultations	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Management System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention TRAX	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Opportunities Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Regional Quality Academies	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Retention Opportunities Analysis	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
RMS	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
SARP	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Strategic Planning Consultation	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student Aid Estimator System	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student-Athlete Retention Program	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student Satisfaction Inventory	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Student Satisfaction Report	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
SSI	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Team Building and Development	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises
Team Facilitator Training	Common Law Trademark	To be acquired by King <i>via</i> change of control of Enterprises

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- All components (other than third-party software) of the origination/disbursement/guarantee/default prevention computer system commonly referred to as EAGLE and/or EAGLE II.
- All components (other than third-party software) of the loan servicing computer system commonly referred to as UNITY USA.
- Content of marketing materials developed by USA Group.
- Content and software (other than third-party software) that is contained in or a component of the www.usagroup.com web site (including all components of the NetWizard functionality), the www.noellevitz.com web sites, the www.collegeinfosource.com web site, and the www.studentloansnet.com web site.
- USA Group has received an e-mail from the owner of the www.finaid.org web site ("FinAid") alleging that certain textual contents of the www.collegeinfosource.com web site infringe certain intellectual property rights owned by FinAid. USA Group is in the process of attempting to identify in greater detail, and researching the basis of, FinAid's allegations.
- Marketing and research materials developed and used in connection with the business of USA Group Foundation, United Student Aid Funds, Inc. and Secondary Market Services Corp.—Hawaii, all of which shall be included in the definition of "Retained Assets."

URL's

- www.usagroup.com
- www.collegeinfosource.com
- www.noellevitz.com
- www.studentloansnet.com

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ADK

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