

08-01-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 7-30-03 CDC Consumer Debt Counseling, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other Missouri

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

3. Nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

Execution Date: July 10, 2003

2. Name and address of receiving party(ies) Name: The Foundation for Credit Education, Inc.

Internal Address:

Street Address: 4660 South Laburnam Ave.

City: Richmond State: VA Zip: 23231

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Virginia (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,065,606

2,144,901; 2,459,915; 2,733,275

Additional number(s) attached Yes No (checked)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David S. Lionberger, Esq.

Internal Address:

Street Address: Christian & Barton, LLP

909 East Main St.; Suite 1200

City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature. 40.00 OP 75.00 OP

DAVID S. LIONBERGER Name of Person Signing

Signature

July 23, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002791 FRAME: 0844

ASSIGNMENT OF TRADEMARK

WHEREAS, CDC Consumer Debt Counseling, Inc., a Missouri not for profit corporation, 1300 Hampton Avenue, St. Louis, MO 63139 ("Assignor"), has adopted, owns and is using the following marks (the "Marks"):

BUDGETIME (USPTO Reg. No.: 2,065,606; Reg. Date: May 27, 1997) for financial counseling services in International Class 36;

ABC AND E AMERICAN BUDGET COUNSELING AND EDUCATION CENTERS (USPTO Reg. No.: 2,144,901; Reg. Date: March 17, 1998) for financial counseling services in International Class 36;

WISE POCKETS (USPTO Reg. No.: 2,459,915; Reg. Date: June 12, 2001) for providing educational services, namely, classes and seminars on management of money in International Class 41; and

SOLVING PERSONAL FINANCIAL PROBLEMS THROUGH EDUCATION (USPTO Reg. No.: 2,733,275; Reg. Date: July 1, 2003) for providing consumer credit and debt counseling services in International Class 36;

WHEREAS, The Foundation for Credit Education, Inc., a Virginia nonstock corporation, 4660 South Laburnum Avenue, Richmond, VA 23231 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, and any and all registrations for or applications to register the Marks, together with the goodwill associated with the Marks;

NOW, THEREFORE, for and in consideration of One Dollar (\$1 U.S.) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties:

1. Assignor, for itself and its agents, successors, heirs and assigns, hereby sells, assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Mark, including all trademark, trade secret and all other intellectual property rights in the Mark, statutory and at common law, together with the goodwill of the business symbolized by the Marks, and any existing or pending registrations or applications for federal or state registration of the Marks.
2. Assignor hereby authorizes and requests, as appropriate, the Commissioner of Patents and Trademarks and the Office for Harmonization in the Internal Market to record Assignee as the assignee and owner of the Marks and any federal application or registration therefor.
3. Assignor represents and warrants to Assignee that Assignor is the sole and exclusive owner of the rights herein conveyed to Assignee, that Assignor has not heretofore assigned, pledged or otherwise encumbered the same, and that Assignor has full power to enter into this agreement and to make the grants herein contained.

4. Assignor hereby agrees, without requiring further remuneration, to promptly provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (4) to otherwise secure and preserve its rights in the Marks; and (5) in the recordation, implementation or perfection of this Assignment.

5. This is the complete Agreement between the parties with respect to the subject matter contained herein and the parties all intend and agree that this Agreement may not be modified or any waiver of terms claimed unless in writing signed by all parties. The parties hereby irrevocably waive any right to orally modify any term of this Agreement. This Agreement shall be governed by the laws of the State of Virginia, exclusive of its conflicts of laws provisions.

Any notices hereunder shall be sent by (i) certified mail, return receipt requested, or (ii) nationally recognized overnight carrier (in both cases notice deemed made on the date mailed, postage paid). Notices shall be sent to the address appearing on the face of the Agreement. A party shall update its notice address by sending notice of change of address in conformity with this paragraph. The parties hereby irrevocably waive any right to orally modify any term of this Agreement.

This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one and the same original Agreement.

Dated as of the 10th day of July, 2003.

CDC Consumer Debt Counseling, Inc.
"Assignor"

The Foundation for Credit Education, Inc.
"Assignee"

By: [Signature]

By: [Signature]

Its: [Signature]

Its: Daniel H. Oelrich

Date: 7/10/03

Date: 7/10/03

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Acknowledgements

State of Virginia)
County of Henrico)

Personally appeared before me Eugene Poelker, with whom I am personally acquainted or who made himself known to me by satisfactory evidence, who acknowledged that he/she executed the above instrument for the purposes therein contained and that he had authority to execute this instrument on behalf of CDC Consumer Debt Counseling, Inc., a Missouri not for profit corporation, as its Chairman.

Witness my hand this 10th day of July, 2003.

Patti G. Collins
Notary Public SEAL

My commission expires: _____

State of Virginia)
County of Henrico)

Personally appeared before me Daniel H. Oelrich, with whom I am personally acquainted or who made himself known to me by satisfactory evidence, who acknowledged that he/she executed the above instrument for the purposes therein contained and that he had authority to execute this instrument on behalf of The Foundation for Credit Education, Inc., a Virginia nonstock corporation, as its President.

Witness my hand this 10th day of July, 2003.

Patti G. Collins
Notary Public SEAL

My commission expires: 5-31-06