

**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
SC.com, LLC		12/15/1999	Limited Liability Company: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	StudentCity.com, Inc
Street Address:	8 Essex Center Dr.
City:	Peabody
State/Country:	MASSACHUSETTS
Postal Code:	01907
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2456857	STUDENTCITY.COM
Registration Number:	2456858	DO IT!

**CORRESPONDENCE DATA**

Fax Number: (781)622-5933  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 781 622 5930  
 Email: tfd@mbbp.com  
 Correspondent Name: Thomas F. Dunn  
 Address Line 1: 1601 Trapelo Road  
 Address Line 2: Suite 205  
 Address Line 4: Waltham, MASSACHUSETTS 02451

NAME OF SUBMITTER:	Thomas F. Dunn
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Total Attachments: 3  
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OP \$65.00 2456857

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Massachusetts)  
  )SS.

COUNTY OF Suffolk )

I, John B. French, a Notary Public in and for the County and State aforesaid, do hereby certify that Gregory M. Raiff, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified limited liability company, SC.com, LLC, a Massachusetts limited liability company, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15th day of ~~1999~~ December, 1999

  
\_\_\_\_\_  
Notary Public

Commission Expires: July 3, 2003

CHI99 3363240-1.053311.0013

CHI99 3363240-1.053311.0013  
BST99 1089151-1.053311.0013

AND, Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective this 15th day of December, 1999

SC.com, LLC

By: 

Name: GREGORY M. RAIFF

Title: MEMBER & MANAGER

ATTEST:

  

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## TRADEMARK ASSIGNMENT

WHEREAS, SC.com, LLC (formerly known as StudentCity.com, LLC) (the "Assignor"), a limited liability corporation organized and existing under the laws of the Commonwealth of Massachusetts, has adopted and used and is the sole and exclusive owner of the trademarks and of the applications and registrations therefor set forth below (all hereinafter collectively referred to as the "Trademarks"), and of all of the goodwill of the business appurtenant thereto:

TRADEMARK	FILING DATE	SERIAL NO.
DO IT!	October 27, 1999	
STUDENTCITY.COM	October 27, 1999	

WHEREAS, StudentCity.com, Inc. (the "Assignee"), a corporation organized and existing under the laws of the State of Delaware, is acquiring the Trademarks from Assignor pursuant to that one "Asset Purchase Agreement" dated as of December 14, 1999, to which Assignor and Assignee are parties; and

WHEREAS, Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademarks to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.