

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The National Center On Education And The Economy		11/01/2004	District of Columbia Nonprofit Corporation:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	America's Choice, Inc.
<b>Street Address:</b>	555 13th Street NW, Suite 500 West
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20004
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2451365	A AMERICA'S CHOICE
Registration Number:	2489368	AMERICA'S CHOICE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)451-4220
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	dsegal@gibsondunn.com
<b>Correspondent Name:</b>	David A. Segal
<b>Address Line 1:</b>	4 Park Plaza, Jamboree Center
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	66564-00001
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<b>NAME OF SUBMITTER:</b>	David A. Segal
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**Total Attachments: 4**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is effective as of November 01, 2004 by and between The National Center On Education And The Economy, a company formed under the District of Columbia Nonprofit Corporation Act ("*Assignor*"), and America's Choice, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, the Parties have entered into an Asset Contribution Agreement, dated November 1, 2004 (the "*Asset Contribution Agreement*"), pursuant to which, subject to the terms and conditions set forth therein, Assignor has agreed, among other things, to assign to Assignee all of its right, title and interest in and to certain trademarks registered with the United States Patent and Trademark Office and set forth on Exhibit A (the "Marks"), together with the goodwill of the "Business", as the term Business is defined in the Asset Contribution Agreement, pertaining thereto.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements in this Assignment, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the Business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Marks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Marks in accordance with the terms of this instrument.

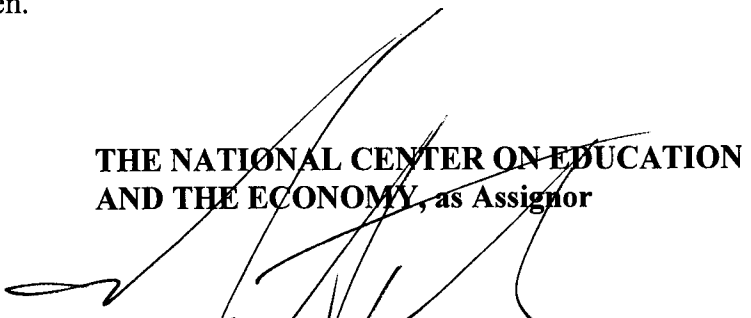
3. Assignor hereby represents and warrants that Assignor has the full power and has taken all necessary action to make the present assignment. Assignor further agrees that Assignor will, without demanding any further consideration therefor (other than such reasonable expenses as may be agreed upon by the parties from time to time), at the request of Assignee do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for maintaining and perfecting and enforcing Assignee's rights in and to the Marks, particularly in cases of interference and litigation.

4. Except as expressly set forth in the Asset Contribution Agreement, this Agreement replaces and supersedes any prior written or verbal agreements, understandings, communications or representations concerning the Marks.

5. This Assignment is made and entered into pursuant to the Asset Contribution Agreement. Assignor makes no representations or warranties regarding this assignment (or the subject matter thereof) other than as set forth in the Asset Contribution Agreement. In the event of any conflict or inconsistency between the Asset Contribution Agreement and this Assignment, the terms of the Asset Contribution Agreement shall control.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment to be effective on the date first above written.

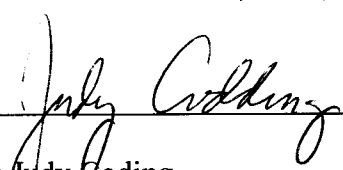
**THE NATIONAL CENTER ON EDUCATION  
AND THE ECONOMY, as Assignor**



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By:  
Name: Marc Tucker  
Title: President

**AMERICA'S CHOICE, INC., as Assignee**



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By:  
Name: Judy Coding  
Title: President

EXHIBIT A

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
America's Choice Logo	2,451,365	5/15/2001	National Center On Education And The Economy
America's Choice®	2,489,368	9/11/2001	National Center On Education And The Economy

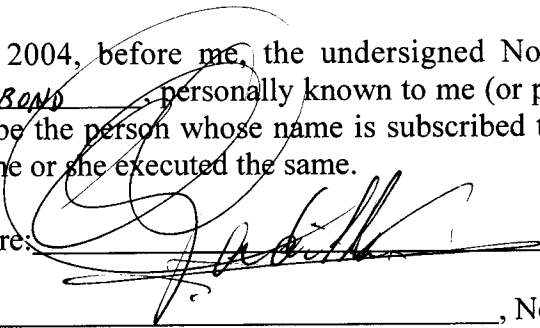
**Acknowledgment by Notary Public**

State of VIRGINIA

County of ALEXANDRIA

On this 14 day of December, 2004, before me, the undersigned Notary Public, personally appeared ~~MARC STEPHEN & JUDY BOND~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: 

Name: \_\_\_\_\_, Notary Public

*Dr. Victor L. Padilla-Tejada, Ph.D.; Ed. D.; LL.M.*