

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Knowledge Impact, Inc.		11/05/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KnowledgePlanet, Inc.		
<b>Street Address:</b>	5095 Ritter Road		
<b>City:</b>	Mechanicsburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17055		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2584920	KNOWLEDGE IMPACT	
Registration Number:	2598638	EMPOWERING PEOPLE THROUGH E-KNOWLEDGE	
Registration Number:	2587950	KNOWLEDGEMATE	
Registration Number:	2587949	KNOWLEDGEMATE	
Registration Number:	2601856	KNOWLEDGE IMPACT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)439-4170		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6174394444		
<b>Email:</b>	trademark@edwardsangell.com		
<b>Correspondent Name:</b>	Robert J. Tosti		
<b>Address Line 1:</b>	101 Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Attorney for Registrant		

OP \$140.00 2584920

Signature:

/Robert J. Tosti/

Date:

08/02/2005

Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** is made this 5th day of November 2004, by and between **KNOWLEDGE IMPACT, INC.** a Delaware corporation ("Assignor"), and **KNOWLEDGEPLANET, INC.**, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor owns U.S. Trademark Registration Nos. 2,584,920, 2,589,638, 2,857,950 and 2,587,949 for the marks "KNOWLEDGE IMPACT," "EMPOWERING PEOPLE THROUGH E-KNOWLEDGE," "KNOWLEDGEMATE" and "KNOWLEDGEMATE," respectively, and owns U.S. Trademark Registration No. 2,601,858 for the mark "KNOWLEDGE IMPACT" and design, and own European Community Registration No. 1,692,599 for the mark "KNOWLEDGE IMPACT" and design (the "Registered Trademarks"). Assignor also owns the rights in certain non-registered trademarks. Collectively, all of these trademarks shall be referred to herein as the "Trademarks").

**WHEREAS**, in connection with that Asset Purchase Agreement dated as of November 5th, 2004, between Assignor and Assignee (the "Agreement"), Assignee desires to acquire said Trademarks. Terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignor hereby grants, transfers, assigns, and conveys to Assignee all of Assignor's right, title, interest, ownership and all subsidiary rights in and to the Trademarks together with any and all goodwill of the business connected with the use of and symbolized by the Trademarks, including but not limited to the right to secure trademark registration therein and to any resulting registration in Assignee's name as claimant, and the right to secure renewals, reissues, and extensions of any such trademarks or trademark registration in the United States of America or any foreign country.
2. Whether the Trademarks shall be preserved and maintained or registered in the United States of America or any foreign country shall be at the sole discretion of Assignee.
3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.
4. Assignor further perpetually grants to Assignee the exclusive right to use the name of each of the Software as listed in Schedule 2.1.6 to the Agreement in connection with Assignee's use of such Software and provision of services incidental thereto.
5. Assignor further covenants that it will promptly provide to Assignee upon Assignee's request all pertinent facts and documents relating to said Trademarks, as may be known and

accessible to Assignor, and Assignor will testify as to the same in any opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to maintain and enforce said Trademarks.

IN WITNESS WHEREOF, and intended to be legally bound by, each of Assignor and Assignee have caused its name to be signed by its duly authorized representative and its corporate seal to be affixed hereto as of the date and year first written above.

KNOWLEDGE IMPACT, INC.

By: Lawrence P. Bealey  
Name: LAWRENCE P. BEALEY  
Title: DIRECTOR

State of MA :  
County of Suffolk :  
SS:

On this 9th day of November, 2004 before me personally came Lawrence P. Bealey to me known, who being duly sworn, did depose and say that he is Director of KNOWLEDGE IMPACT, INC., and that he executed the above assignment on behalf of said corporation with authority to do so.

Notary Public

[NOTARIAL SEAL]

KNOWLEDGEPLANET, INC.

By: [Signature]  
Name: Scott T. Mamma  
Title: CEO

State of Pennsylvania :  
County of Cumberland :

ss:

On this 11<sup>th</sup> day of November, 2004 before me personally came Scott T. Mamma to me known, who being duly sworn, did depose and say that he is CEO - Secretary of KNOWLEDGEPLANET, INC., and that he executed the above assignment on behalf of said corporation with authority to do so.

Notary Public

[NOTARIAL SEAL]

[Signature: Julie A. Brandt]

