

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
One on One Corp.		11/14/2006	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	One on One Services, L.L.C.		
Street Address:	7820 Maryland Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2034792	ONE ON ONE	
CORRESPONDENCE DATA			
Fax Number:	(314)552-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	53096-9441		
NAME OF SUBMITTER:	Thomas A. Polcyn		
Signature:	/thomas a. polcyn/		
Date:	11/17/2006		

CH \$40.00 2034792

Total Attachments: 2
source=Assignment#page1.tif
source=Assignment#page2.tif

TRADEMARK ASSIGNMENT

WHEREAS, One on One Corp., a corporation of the state of Missouri having offices at One McKnight Place, St. Louis, Missouri 63124 (“Assignor”), is the owner of the service mark ONE ON ONE and United States Registration No. 2,034,792 therefor, (hereinafter the service mark and registration shall be referred to collectively as the “Mark”); and

WHEREAS, One on One Services, L.L.C., a limited liability company of the state of Missouri, having offices at 7820 Maryland Avenue, St. Louis, Missouri 63105 (“Assignee”), is affiliated with Assignor and is desirous of acquiring all of Assignor’s right, title and interest in and to the Mark, pursuant to an intra-corporate asset re-alignment.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor has, and hereby does, sell, assign and transfer unto Assignee the entire right, title and interest in and to the Mark, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Mark been made.
2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.

