

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
Leah Ames		02/14/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Step Up 4 Learning Systems, LLC		
Street Address:	5222 Monroe Road		
Internal Address:	Suite 170		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28205		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78273998	6 TRAIT POWER WRITE	
CORRESPONDENCE DATA			
Fax Number:	(336)574-4519		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-721-3730		
Email:	jashburn@wcsr.com		
Correspondent Name:	Jeffrey R. McFadden		
Address Line 1:	P. O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357		
ATTORNEY DOCKET NUMBER:	S50925 3000		
NAME OF SUBMITTER:	Jeffrey R. McFadden		
Signature:	/Jeffrey R. McFadden/		
Date:	02/19/2007		

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Total Attachments: 2
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**ASSIGNMENT OF TRADEMARK AND RELATED
APPLICATION**

THIS ASSIGNMENT OF TRADEMARK AND RELATED APPLICATION (this "Assignment"), dated as of February 14, 2007, is from LEAH AMES, an individual ("Assignor"), to STEP UP 4 LEARNING SYSTEMS, LLC a corporation ("Assignee"), having a principal place of business at 5222 Monroe Road, Suite 170, Charlotte, North Carolina 28205.

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark and related United States trademark application identified on Exhibit A attached hereto (the "Trademark"), together with any and all goodwill of the business associated with the Trademark; and

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark to Assignee;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill and the business symbolized by the Trademark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

LEAH AMES

Leah Ames

ASSIGNEE:

STEP UP 4 LEARNING SYSTEMS, LLC

Leah Ames
Signature

Chairman
Title

EXHIBIT A

TRADEMARK

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
6 TRAIT POWER WRITE	78/273,998	07-14-2003

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