

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/21/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Campus, LLC		09/21/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Interactive Development, LLC
Street Address:	4400 Baker Road
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78953295	Y Y FLY
Serial Number:	77091430	SMACK TALK
Serial Number:	77199623	TIJUANA TREK
Registration Number:	3277664	YFLY

CORRESPONDENCE DATA

Fax Number: (952)294-2785
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 952-936-5532
 Email: colleen.sarenpa@pettersgroup.com
 Correspondent Name: Colleen M. Sarenpa
 Address Line 1: 4400 Baker Road
 Address Line 4: Minnetonka, MINNESOTA 55343

NAME OF SUBMITTER:	Colleen M. Sarenpa
--------------------	--------------------

CH \$115.00 78953295

Signature:

/Colleen M. Sarenpa/

Date:

09/28/2007

Total Attachments: 2

source=INNOVATIVE#page1.tif

source=INNOVATIVE#page2.tif

ASSIGNMENT

WHEREAS, Innovative Campus, LLC, a limited liability company organized under the laws of the State of Delaware, having a place of business at 4400 Baker Road, Minnetonka, Minnesota 55343 ("Assignor"), is the owner in the United States of the U. S. Trademark Applications and Registration set forth on the Attached Schedule A together with all common law rights in such marks and the goodwill of the business associated therewith (collectively hereinafter the "Marks"); and

WHEREAS, Interactive Development, LLC, organized under the laws of the State of Delaware, having a place of business at 4400 Baker Road, Minnetonka, Minnesota 55343 ("Assignee"), is desirous of obtaining all right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

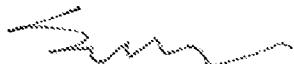
(i) Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Marks;

(ii) Assignor acknowledges and agrees that Assignee is the successor to the business of the applicant or that portion thereof to which the Marks pertain; and

(iii) Assignor agrees to execute and deliver to Assignee without further consideration, all documents, instruments and assignments that Assignee may require in order to effect and/or evidence the assignment and transfer to Assignee of all right, title and interest in and to the Marks.

INNOVATIVE CAMPUS, LLC

Date: 9/21/2007

By: 
Scott Meyer, Authorized Officer

SCHEDULE A

APPLICATIONS

TRADEMARK	APPLICATION NO.
YFLY & DESIGN	78/953,295
SMACK TALK	77/091,430
TIJUANA TREK	77/199,623

REGISTRATIONS

TRADEMARK	REGISTRATION NO.
YFLY	3,277,664