

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bill Zanker		04/14/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Learning Annex, L.P.		
Composed Of:	COMPOSED OF its general partner The Learning Annex GP, LLC, a Delaware Limited Liability company		
Street Address:	110 West 40th Street, Suite 1903		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2983601	ANNEXMATE	
CORRESPONDENCE DATA			
Fax Number:	(781)431-6175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-964-0103		
Email:	rubbdir5@aol.com		
Correspondent Name:	Andrew L. Hyams, Esq.		
Address Line 1:	60 Walnut Street, 4th Floor		
Address Line 4:	Wellesley, MASSACHUSETTS 02481		
NAME OF SUBMITTER:	Andrew L. Hyams		
Signature:	/andrew l. hyams/		
Date:	04/14/2009		

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Total Attachments: 8

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the "Assignment") is made effective as of this 10th day of April, 2009 (the "Effective Date"), by and among William Zanker ("Zanker"), Learning Holdings, LLC, a Delaware limited liability company ("Holdings"), Preston Media, LLC, a Delaware limited liability company ("Preston"), Learning Annex, LLC, a Delaware limited liability company ("Learning Annex" and together with Zanker, Holdings, Preston and their respective predecessors, successors and assigns, collectively the "Assignors"), and The Learning Annex, L.P., a Delaware limited partnership (together with its successors and assigns "Assignee"). Each of the Assignors and Assignee are herein referred to individually as a "Party" and together as the "Parties".

BACKGROUND

WHEREAS, Zanker owns a majority interest of the outstanding equity securities of both Holdings and Learning Annex and is the registered owner of the trademark "Annexmate", which is used exclusively by Learning Annex;

WHEREAS, Holdings owns a minority interest in Learning Annex and is the registered owner of the trademark "Brainfuel", which is used exclusively by Learning Annex;

WHEREAS, Learning Annex wholly owns Preston and does business in the state of California under the name "The Learning Annex of San Francisco";

WHEREAS, Assignors are the owners of certain Intellectual Property Rights (whether by being a successor-in-interest to another entity or otherwise) as set forth herein and Learning Annex and Assignee are parties to that certain Asset Contribution Agreement dated as of the date hereof (the "Contribution Agreement"), pursuant to which (a) Learning Annex agreed to assign and to cause the other Assignors to assign their respective Intellectual Property Rights to Assignee for good and valuable consideration, subject to the terms and conditions set forth herein, it being acknowledged that Zanker and Holdings, as owners of Learning Annex, will also receive good and valuable consideration in connection with such transaction;

WHEREAS, Zanker and Holdings have agreed, as a condition precedent to the Contribution Agreement, to assign their respective Intellectual Property Rights to Assignee (including, without limitation, with respect to the Annexmate and Brainfuel Marks) for good and valuable consideration, subject to the terms and conditions set forth herein; and

WHEREAS, Assignors wish to assign and Assignee wishes to acquire such Intellectual Property Rights. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement.

AGREEMENT

Each of the Assignors and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions. The following terms have the meanings set forth below in this Assignment.

1.1 “Copyrights” means the works and accompanying registrations and applications for registration set forth on Exhibit A attached hereto, and any and all work product created by or for the Assignors, including without limitation all design, development, and implementation of such work product, together with all rights, title and interests under the United States Copyright Act in and to the works, and all rights to registration, renewal and extension of such copyrights to the full term or terms for which registration of the works may be issued.

1.2 “Marks” means the trademarks, trade names, service marks, and/or service names specified in Exhibit B attached hereto, together with the applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same.

1.3 “Domain Names” means the domain name URLs registered by, or for the benefit of, Assignors, as set forth on Exhibit C attached hereto.

1.4 “Intellectual Property” means the Copyrights, Marks and Domain Names.

2. Assignment of Intellectual Property. Assignors hereby irrevocably transfer, convey, assign and set over to Assignee, on a worldwide basis, all rights (including, without limitation, all Intellectual Property Rights), title, and interests in and to the Intellectual Property, and Assignors reserve no rights in any such Intellectual Property.

2.1 Recordation. Assignors authorize the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee in accordance with the terms of this Assignment.

2.2 Rights that Cannot Be Assigned. If Assignors have any rights in the Intellectual Property that cannot be assigned to Assignee in accordance with this Section 2, then Assignors grant to Assignee an exclusive (even as to Assignors), fully paid, royalty-free, perpetual, irrevocable, transferable, unlimited, license with the right to sublicense, worldwide, in all media, now existing or created in the future, for all versions and elements, and in all languages, to use, copy, distribute, create derivative works of, publicly perform, publicly display, digitally perform, practice the methods of, make, have made, import, export, offer for sale, and sell copies embodying, such Intellectual Property, for the entire duration of such rights. If Assignors have any such rights that cannot be assigned or licensed to Assignee in accordance with this Section 2, then Assignors waive the enforcement of such rights.

3. Further Assurances.

3.1 No Retained Intellectual Property Rights. Assignors hereby acknowledge that Assignors retain no right to use the Intellectual Property and agree not to challenge the validity of Assignee’s ownership of the Intellectual Property or undertake any actions inconsistent with

Assignee's ownership thereof. Upon each request by Assignee, without additional consideration, Assignors agree promptly to execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Intellectual Property and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property related to the Intellectual Property in Assignee's name and for its benefit. Assignee will reimburse Assignors for their reasonable expenses in performance under this Section 3.1.

3.2 Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure any Assignor's signature on any document needed in connection with the actions specified herein, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as their agent and attorney in fact, which appointment is coupled with an interest, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignors. Assignors hereby waive and quitclaim to Assignee any and all claims, of any nature whatsoever, which Assignors now or may hereafter have for infringement of any Intellectual Property assigned hereunder.

3.3 Assignment of Agreements. Assignors agree that, upon the request of Assignee, Assignors shall, at Assignee's expense, take such actions as reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between Assignors and any of their current or former employees or consultants related to Assignors' rights in and to the Intellectual Property (each such agreement, a "PIIA"). Such actions shall include the assignment of the applicable PIIA to Assignee to the extent necessary for Assignee to enforce the terms of and assert any claim under the applicable PIIA with respect to the Intellectual Property Rights.

4. Miscellaneous.

4.1 Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto. If any term or other provision of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.2 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

4.3 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

4.4 Controlling Law. THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

4.5 Jurisdiction and Process. The courts located in Wilmington, Delaware (state and federal) have exclusive jurisdiction to hear and decide any Proceeding, and to settle any Disputes, which may arise out of or in connection with this Assignment, and, for these purposes, each party irrevocably submits to the jurisdiction of the courts located in Wilmington, Delaware (state and federal). Each party irrevocably waives any objection which it might at any time have to the courts of Delaware being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of Delaware are not a convenient or appropriate forum. Process by which any Proceedings are begun in the courts located in Wilmington, Delaware (state and federal) may be served on any of the Parties by being delivered to such party's address set forth in the Contribution Agreement. Nothing contained in this Section 4.6 shall affect the right to serve process in another manner permitted by Law.

4.6 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO OR CONTEMPLATED UNDER THIS ASSIGNMENT, OR THE ACTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4.7 Entire Agreement. This Assignment, together with the Contribution Agreement and Exhibits A, B and C, states the entire understanding among the Parties with respect to the subject matter hereof, and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements with respect to the subject matter hereof.

4.8 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

4.9 Delivery by Facsimile or Electronic Means. This Assignment and each other agreement or instrument entered into in connection herewith or contemplated hereby and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other mutually agreed upon electronic means of delivery, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of a Party hereto or to any such agreement or instrument, the other Party hereto or thereto shall reexecute original forms thereof and deliver them to the other Party. No Party hereto or to any such agreement or instrument contemplated hereby shall raise the use of a facsimile machine or other mutually agreed upon electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other mutually agreed

upon means of electronic transmittal as a defense to the formation or enforceability of a Contract and each such party forever waives any such defense.

4.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's-length and among Parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNEE:

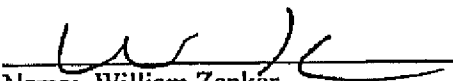
THE LEARNING ANNEX, L.P.

By: The Learning Annex GP, LLC
Its General Partner


By: 
Name: William Zanker
Title: Chief Executive Officer

ASSIGNORS:

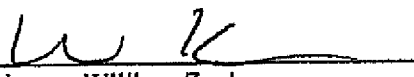
LEARNING ANNEX, LLC


By: 
Name: William Zanker
Title: President

LEARNING ANNEX HOLDINGS, LLC

By: 
Name: William Zanker
Title: Authorized Signatory

PRESTON MEDIA, LLC

By: 
Name: William Zanker
Title: Authorized Signatory

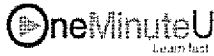


William Zanker

[Signature Page to LA IP Assignment]

EXHIBIT B

Marks

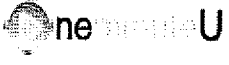
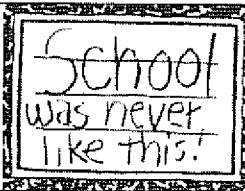
Registered Marks

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
I. <u>Zanker Marks</u>			
ANNEXMATE	William Zanker c/o Learning Annex Holdings, Inc.	2,983,601	8/9/2005
II. <u>Holdings Marks</u>			
BRAINFUEL	Learning Annex Holdings, LLC	(76/515,898)	(5/21/2003)
III. <u>Learning Annex Marks</u>			
DEBTFIGHTER	Learning Annex, LLC	(77/387,537)	(2/4/2008)
ONEMINUTEU. LIFE'S SHORT. LEARN FAST.	Learning Annex, LLC	(77/283,881)	(9/19/2007)
	Learning Annex, LLC	3,461,137	7/8/2008
ONEMINUTEU LEARN FAST.	Learning Annex, LLC	3,461,136	7/8/2008
THE COMPUTER ANNEX	Learning Annex, LLC	3,284,916	8/28/2007
\$FREE	Learning Annex, LLC	2,371,979	8/1/2000
	Learning Annex, LLC	1,444,538	6/23/1987
THE LEARNING ANNEX	Learning Annex, LLC	1,233,095	3/29/1983
NORTH AMERICAN SPIRITNOW ASSOCIATION (NASA)	Preston Media, LLC+	(77/474,878)	(5/15/2008)
PSYCHICVILLE.COM	Preston Media, LLC+	3,592,621	3/17/2009
US ASSOCIATION OF	Preston Media, LLC+	(77/461,556)	(4/30/2008)

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
CERTIFIED PSYCHICS			
CERTIFIED PSYCHICS	Preston Media, LLC+	(77/461,518)	(4/30/2008)
SPIRITNOW.COM	Preston Media, LLC+	(77/380,540)	(1/25/2008)

+ As a wholly owned subsidiary of Learning Annex, LLC

Common Law Marks

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
I. <u>Holdings Common Law Trademarks</u>			
ONE WEEKEND CAN MAKE YOU A MILLIONAIRE	Learning Annex Holdings, LLC	(77/708,813)	(9/8/2005)
HOME LEARNING NETWORK	Learning Annex Holdings, LLC	(78/111,405)	(2/27/2002)
II. <u>Learning Annex Common Law Trademarks</u>			
	Learning Annex, LLC	(77/283,899)	(9/19/2007)
	Learning Annex, LLC	(77/085,895)	(1/18/2007)
THE COMPUTER ANNEX	Learning Annex, LLC	1,420,491	12/9/1986
THE HEALTH ANNEX	The Learning Annex, Inc.*	(74/696,459)	(6/9/1995)
THE PET ANNEX	The Learning Annex, Inc.*	(74/696,458)	(6/9/1995)
THE TRAVEL ANNEX	The Learning Annex, Inc.*	(74/695,778)	(6/9/1995)
THE COOKING ANNEX	The Learning Annex, Inc.*	(74/553,218)	(7/25/1994)
\$FREE	The Learning Annex, Inc.*	(74/377,587)	(4/12/1993)
LEARN PER VIEW	The Learning Annex, Inc.*	(74/339,486)	(12/14/1992)
THE PEOPLE WHO MAKE LEARNING EASIER.	The Learning Annex, Inc.*	1,764,980	4/13/1993

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