

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
Educational Directories Unlimited, Inc.		05/18/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Halyard Education Partners, LLC		
Street Address:	5 MARINE VIEW PLAZA, SUITE 212		
City:	HOBOKEN		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2818918	STUDENT PROSPECTOR	
Registration Number:	2728751	STUDENTPROSPECTOR	
Registration Number:	2511470	STUDYABROAD.COM	
CORRESPONDENCE DATA			
Fax Number:	(540)510-3050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	18898.0002		
NAME OF SUBMITTER:	Tara A. Branscom, Attorney of record		

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Signature:

/Tara A. Branscom/

Date:

04/15/2011

Total Attachments: 56

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CONFIDENTIAL AND/OR TRADE SECRET
PORTIONS OF ATTACHMENTS HAVE BEEN REDACTED

ASSET PURCHASE AGREEMENT

by and between

HALYARD EDUCATION PARTNERS, LLC

and

EDUCATIONAL DIRECTORIES UNLIMITED, INC.

and

Mark Landon

Mark Shay,

and

Sam Guittare

Dated May 18, 2006

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Exhibits

Exhibit A	Bill of Sale and Assignment of Contract Rights
Exhibit B	Form of Escrow Agreement
Exhibit C	Form of FIRPTA Certificate
Exhibit D	Form of Seller's Officers' Certificate
Exhibit E	Form of Seller's Secretary's Certificate
Exhibit F	Form of Buyer's Officers' Certificate
Exhibit G	Form of Buyer's Secretary's Certificate
Exhibit H	[Reserved]
Exhibit I	Confidentiality, Non-Solicitation, Noncompete and Assignment of Inventions Agreement
Exhibit J	Assignment and Assumption Agreement

Schedules

Schedule 2.1	Purchased Assets
Schedule 2.2	Assumed Liabilities
Schedule 5.4	Buyer Finder's Fee
Schedule 6.1	Seller's Officers and Directors
Schedule 6.3	Seller Required Consents
Schedule 6.4	Seller Finders Fee
Schedule 6.5	Commitments on Seller Shares
Schedule 6.6	Financial Statements

Schedule 6.7	Subsequent Events
Schedule 6.11	Material Services by Seller
Schedule 6.12	Real Property Leases
Schedule 6.13	Intellectual Property
Schedule 6.15	Contracts
Schedule 6.18	Insurance
Schedule 6.19	Litigation
Schedule 6.20	Standard Terms of Sale or Lease
Schedule 6.22(a)	Current Employees and Directors
Schedule 6.22(c)	Terminated Employees
Schedule 6.23	Employee Benefits
Schedule 6.24	Environmental, Health and Safety Matters
Schedule 6.25	Customers and Suppliers
Schedule 6.25(a)	Website Visitors, Website Page Views and Unique Hosts
Schedule 6.26	Permits
Schedule 8.8(c)	Employment of Active Employees by Buyer
Schedule 9.1(d)	Non-Material Encumbrances
Schedule 11.8(c)	Personal Financial Statements

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of May 18, 2006, is by and between Halyard Education Partners, LLC, a Delaware limited liability company ("**Buyer**"), and Educational Directories Unlimited, Inc., a Pennsylvania corporation (the "**Seller**") and Mark Landon, Mark Shay and Sam Guittare (the "**Seller Owners**" and collectively with Seller, the "**Seller Parties**") and together with Buyer, the "**Parties**").

RECITALS

A. Seller is engaged in the business of producing and marketing directories for post-secondary educational institutions (collectively with any other business conducted by Seller or one of its affiliates within the past five years, the "**Business**").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the assets and properties used by Seller in the operation of the Business, all on the terms and subject to the conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, Buyer and Seller agree as follows:

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

“Intellectual Property” means any: (a) copyrights in both published works and unpublished works, (b) fictitious business names, trading names, corporate names, registered and unregistered trademarks, service marks, URLs and domain names and applications, (c) any (i) patents and patent applications and (ii) business methods, inventions and discoveries that may be patentable, (d) computer software or middleware, and (e) know-how, trade secrets, confidential information, customer lists, software (source code and object code), technical information, data, process technology.

“Intellectual Property Assignments” shall mean the assignments in substantially the forms of Exhibit B.

“Intellectual Property Rights” means any rights, licenses, charges, Encumbrances, equities and other claims that any person may have to claim ownership, authorship or invention

of, to use, to object to or prevent the modification of or to withdraw from circulation or control the publication or distribution of, any Intellectual Property.

REDACTED

“Marks” means all fictitious business names, trading names, corporate names, registered and unregistered trademarks, service marks, and applications.

REDACTED

REDACTED

“Purchased Assets” means all of the right, title and interest that Seller possesses and has the right to transfer in and to all of its respective assets, other than the Excluded Assets including all of its (a) leaseholds and subleaseholds on any premises, (b) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies), (c) Intellectual Property set forth on Schedule 2.1, including all active and inactive URLs, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, including the Name Rights, (d) leases, subleases, and rights thereunder, (e) Contracts (to the extent listed on Schedule 2.1), Security Interests, guaranties, other similar arrangements, and rights thereunder, (f) Receivables (g) securities (excluding the Equity Interests of Seller’s Subsidiaries), (h) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of taxes), but only to the extent related to the other Purchased Assets enumerated in this definition, (i) Permits and similar rights obtained from Governmental Bodies, (j) the Equity Interests, and any rights, held by Seller in, or with respect to, Academic Analytics, LLC and (k) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications creative materials advertising and promotional materials, studies, reports, and other printed or written materials.

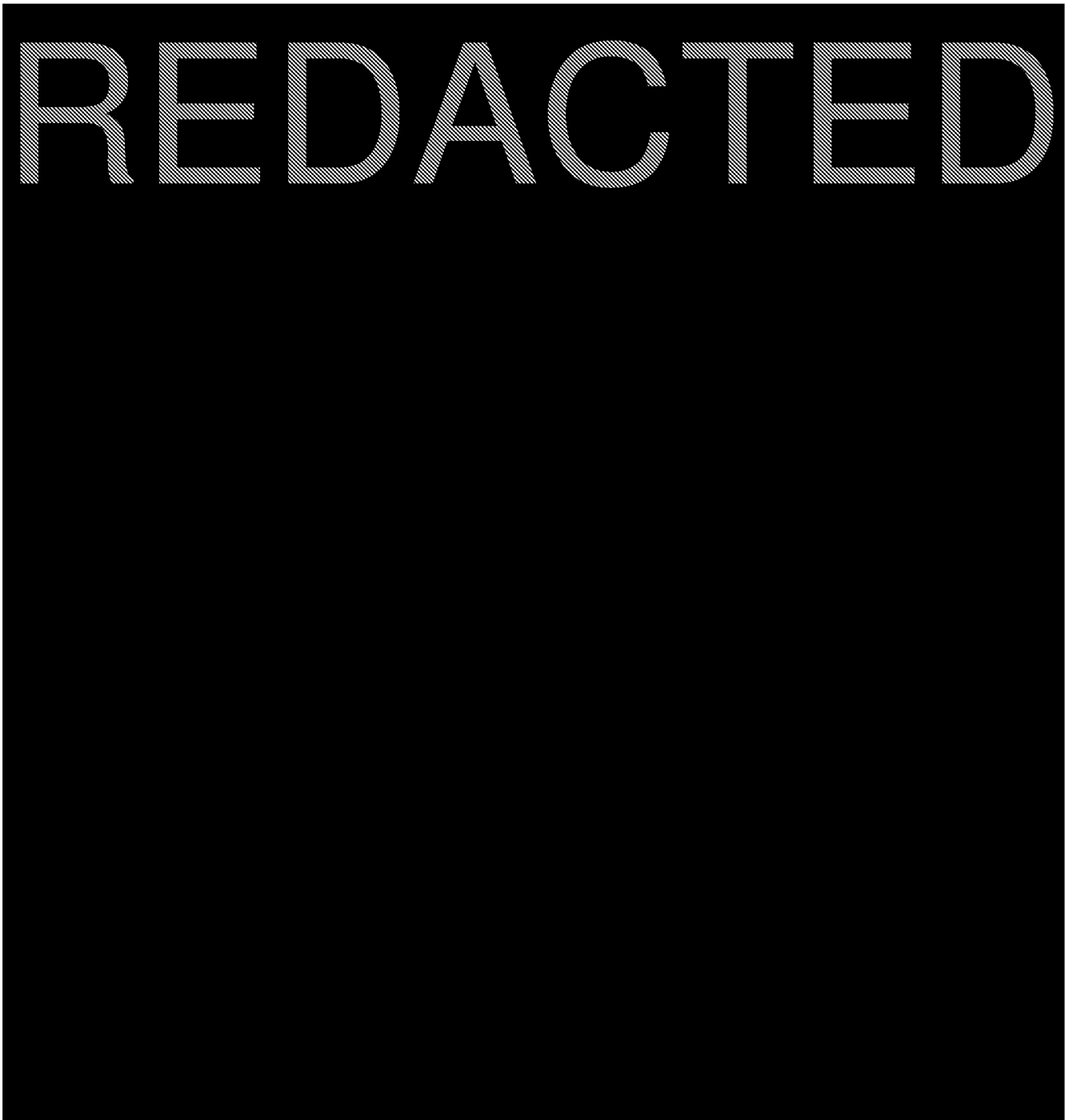
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**ARTICLE II.
PURCHASE AND SALE OF ASSETS**

Section 2.1 Purchase and Sale of Assets.

On and subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller, and Seller shall sell, transfer, convey, and deliver to Buyer, all of the Purchased Assets for the consideration specified in ARTICLE III below.



REDACTED

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Section 6.13 Intellectual Property.

Except as set forth in Schedule 6.13, Seller owns, or possesses adequate rights to use, all Intellectual Property used in the Business. No Permit is required for the assignment of all interests in the Intellectual Property used in the Business to Buyer as part of the Transactions. To the Seller's Knowledge, use of the Intellectual Property in the Business does not infringe upon any third party's Intellectual Property Rights. A list of all URLs and any Intellectual Property registered with any Governmental Body that is owned or used by the Seller or the Business is set forth in Schedule 6.13.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

HALYARD EDUCATION PARTNERS, LLC

By: B. A. S.
Name: Bruce A. Elliott
Title: Vice Chairman

EDUCATIONAL DIRECTORIES UNLIMITED, INC.

By: _____
Name: _____
Title: _____

Mark Landon

Mark Shay

Sam Guittare

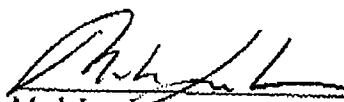
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.


HALYARD EDUCATION PARTNERS, LLC

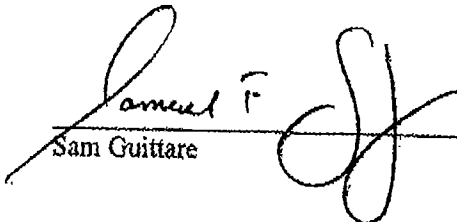
By: _____
Name: _____
Title: _____

EDUCATIONAL DIRECTORIES UNLIMITED, INC.

By: Mark T Shay
Name: MARK SHAY
Title: President / CEO


Mark Landon


Mark Shay


Sam Guittare

REDACTED

SCHEDULE 2.1: PURCHASED ASSETS

1. Seller's Intellectual Property includes the rights to the following:
 - a. "StudentProspector"
 - b. "Gradschools.com"
 - c. "Studyabroad.com"
2. Seller's URLs listed on Schedule 6.13 are incorporated herein by reference.
3. Those Contracts listed on Schedule 6.15 are incorporated herein by reference.

SCHEDULE 6.13: INTELLECTUAL PROPERTY

1. Seller does not have the legal right to use the acronym "EDU".
2. Seller's Intellectual Property includes the rights to the following:
 - a. "StudentProspector"
 - b. "Gradschools.com"
 - c. "Studyabroad.com"
3. Attached to this Schedule 6.13 is a list of Seller's URLs.