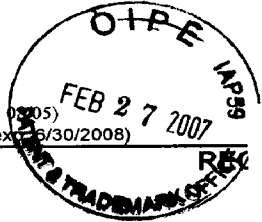


2-27-07



Form PTO-1595 (Rev. 03/05)  
OMB No. 0651-0027 (expiration date 06/30/2008)

03-02-2007

U.S. DEPARTMENT OF COMMERCE  
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103377059

To the Director of the U.S. Patent and Trademark Office, at the address or the new address(es) below.

<b>1. Name of conveying party(ies):</b> Roberto Angulo Noris (8/19/2002) and Ana Maria Bertran Ortiz (8/19/2002)  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>AfterCollege, Inc.</u> Internal Address: _____ Street Address: _____  98 Battery Street Suite 502  City: <u>San Francisco</u> State: <u>California</u> Country: <u>United States of America</u> Zip: <u>94111</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s): <u>in parentheses after inventor name</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____			
<b>4. Application or patent number(s):</b> A. Patent Application No.(s) <u>10/145,597</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s)  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>James W. Brady, Jr.</u> <u>DICKSTEIN SHAPIRO LLP</u> Internal Address: <u>Atty. Dkt.: A1564.0001/P001</u> Street Address: <u>1825 Eye Street, NW</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20006-5403</u> Phone Number: <u>(202) 420-4786</u> Fax Number: <u>(202) 420-2201</u> Email Address: <u>BradyJ@dicksteinshapiro.com</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)  <b>8. Payment Information</b> a. Credit Card Last 4 Numbers <u>1002</u> Expiration Date <u>01/11</u> b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>Steven M. War</u> <u>February 27, 2007</u> Signature Date <u>Steven M. War - 48,024</u> Name of Person Signing  Total number of pages including cover sheet, attachments, and documents: <u>3</u> <small>02/28/2007 HKERNE1 00000179 10145597 01 FC:0021</small>			

40.00 OP

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, Roberto Angulo Noris and Ana Maria Bertran do hereby sell, assign, and transfer to: AfterCollege, Inc., a California corporation, having a place of business at 330 Townsend Street, Suite 202, San Francisco, CA 94107, ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements which are disclosed in the application for United States Letters Patent,

- ( ) which has been executed by the undersigned concurrently herewith,
- (x) which was filed on May 14, 2002, and assigned Serial No. 10/145,597

and is entitled: CAREER MANAGEMENT TOOLS AND NETWORK and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United State and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all

applications to patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representative that no assignment, grant mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Name: *Roberto Angulo Noris* Date: 8/19, 2002  
Roberto Angulo Noris

Name: *Ana Bertran* Date: 8/19, 2002  
Ana Maria Bertran Ortiz