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OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SALLIE MAE, INC.

7.2.02

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **JANUARY 10, 2002**

2. Name and address of receiving party(ies)

Name: **SYSTEMS & COMPUTER TECHNOLOGY CORPORATION**

Internal Address: _____

Street Address: **4 COUNTY VIEW ROAD**

City: **MALVERN** State: **PA** Zip: **19087**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **DELAWARE**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHMENT A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **MINDY ELLIS SCHWARTZ**

Internal Address: **PEPPER HAMILTON LLP**
3000 TWO LOGAN SQUARE

Street Address: **18th and ARCH STREETS**

City: **PHILADELPHIA** State: **NJ** Zip: **19103**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41).....\$ **165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MINDY ELLIS SCHWARTZ

Name of Person Signing

Mindy Ellis Schwartz
Signature

July 1, 2002

Date

Total number of pages including cover sheet, attachments, and document: **11**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/09/2002 09:00:01 00000055 2395916

01 FC:461

40.00 OP

02 FC:462

125.00 OP

TRADEMARK
REEL: 002540 FRAME: 0454

ATTACHMENT A

to

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. FEDERAL TRADEMARKS

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CAMPUS LOAN MANAGER	10/17/00	2,395,918
EXETER STUDENT MARKETING SYSTEM	4/18/00	2,342,446
EXETER STUDENT AID SYSTEM	3/17/98	2,145,034
EXETER STUDENT SERVICE SYSTEM	4/28/98	2,154,057
EXETER STUDENT SUITE	5/04/99	2,242,978
EXETER CAREER MANAGEMENT SYSTEM	4/04/00	2,337,466

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 10th day of January, 2002 by and between Sallie Mae, Inc. ("Assignor"), a Delaware corporation, and Systems & Computer Technology Corporation ("Assignee"), a Delaware corporation.

WHEREAS, pursuant to an Asset and Stock Purchase Agreement dated January 10, 2002 by and among Assignor, Assignee, Exeter Educational Management Systems, Inc. and Sallie Mae Solutions (India) Private, Ltd. ("Purchase Agreement"), Assignee purchased substantially all of the assets of the Sallie Mae Solution division ("SMS Division") of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below) that are Purchased Assets (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works, computer software (including, without limitation, data, source codes, object codes, objects, specifications and related documentation) and mask works owned or licensed by Assignor or used in connection with the Business, including all applications, registrations and renewals in connection therewith, including, without limitation, the registrations and applications set forth on Exhibit A.

"Intellectual Property" means Patents, Trademarks, Copyrights and Trade Secrets.

"Patents" mean all patents and pending applications for patents of the United States and all countries foreign thereto owned or licensed by Assignor or used in connection with the Business, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of invention and utility models which have been opened for public inspection, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit A.

"Trademarks" means all United States and foreign registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, domain names and corporate names, together with all translations, adaptations, derivations and

domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof, owned or licensed by Assignor or used in connection with the Business, and any registrations, applications, and renewals thereof, whether foreign or domestic, and any goodwill associated therewith, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit A.

“Trade Secrets” means all United States and foreign trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned or licensed by Assignor or used in connection with the Business.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

5. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any

liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

9. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

11. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trade Secrets to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

12. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

13. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

14. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant to Assignee the rights granted to Assignee hereunder, (b) Assignor has not previously sold, assigned, or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Intellectual Property, and (c) the representations and warranties in Section 4.11 of the Purchase Agreement are true and correct with respect to the Intellectual Property.

15. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

16. Governing Law. This Assignment shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

17. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

18. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor:

Sallie Mae, Inc.
11600 Sallie Mae Drive
Reston, VA 20193
Attention: Robert Autor
Telecopy No.: 703-810-6961
Telephone No.: 703-810-3090

with a copy thereof
to its counsel:

Piper Marbury Rudnick & Wolfe LLP
1200 Nineteenth Street, NW

Washington, DC 20036
Attention: Ernest Stern, Esquire
Telecopy No.: 202-689-7622
Telephone No.: 202-223-2085

To Assignee: SYSTEMS & COMPUTER TECHNOLOGY
CORPORATION
4 Country View Road
Malvern, PA 19087
Attn: President, Global Education Division
Fax No.: (610) 578-7700

with a copy thereof
to its counsel: Pepper Hamilton LLP
3000 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103-2799
Attn: Brian M. Katz, Esquire
Fax No.: 215-981-4750

19. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

SALLIE MAE, INC.

By: Robert Lavel
Name: Robert Lavel
Title: SVP, Deputy General Counsel

SYSTEMS & COMPUTER TECHNOLOGY
CORPORATION

By: Eric Haskell
Name: Eric Haskell
Title: Senior Vice President and Chief Financial Officer

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ACKNOWLEDGMENT

STATE OF Pennsylvania :
COUNTY OF **PHILADELPHIA** : SS.

Robert S. LAVET, being duly sworn, says that he is the SVP of Sallie Mae, Inc., a Delaware corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Sallie Mae, Inc., pursuant to due authority.

SALLIE MAE, INC.

By: Robert Lavet
Name: Robert Lavet
Title: SVP & Deputy General Counsel

Sworn to and subscribed before me this 10th day of JANUARY, 2002.

Florence M. Cohen
Notary Public

My commission expires: Feb 21, 2004 (SEAL)

Notarial Seal
Florence M. Cohen, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 21, 2004
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF

:
:
: SS.
:

COUNTY OF

_____, being duly sworn, says that he is the _____ of Systems & Computer Technology Corporation, a Delaware corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Systems & Computer Technology Corporation, pursuant to due authority.

SYSTEMS & COMPUTER TECHNOLOGY CORPORATION

By: *Eric Haskell*

Name: Eric Haskell
Title: Senior Vice President and Chief Financial Officer

Sworn to and subscribed before me this 16 day of JANUARY, 2002.

Thomas Marone
Notary Public

My commission expires

Thomas A. Marone, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 21, 2004
Member, Pennsylvania Association of Notaries

(SEAL)

EXHIBIT A

U.S. FEDERAL AND STATE TRADEMARKS

Mark	® or SM TM	Original Registration Date-Status	Owner of Record	Reg. #
CAMPUS LOAN MANAGER	®	10/17/00	Sallie Mae, Inc.	2395918
EXETER STUDENT MARKETING SYSTEM	®	04/18/00	Exeter Educational Management Systems, Inc.	2342446
EXETER STUDENT AID SYSTEM	®	03/17/98	Exeter Educational Management Systems, Inc.	2145034
EXETER STUDENT SERVICE SYSTEM	®	04/28/98	Exeter Educational Management Systems, Inc.	2154057
EXETER STUDENT SUITE	®	05/04/99	Exeter Educational Management Systems, Inc.	2242978
EXETER CAREER MANAGEMENT SYSTEM	®	04/04/00	Exeter Educational Management Systems, Inc.	2337466
EDTECH	SM	1/31/00	Sallie Mae, Inc.	Nebraska 10009753

COMMON LAW TRADEMARKS

Mark	® or SM TM	Original Registration Date - Status
EXETER EDUCATIONAL MANAGEMENT SYSTEMS	SM	N/A
EXETER STUDENT BILLING SYSTEM	TM	N/A
CONCERT	TM	N/A
EXETER (LOGO)	TM	N/A
EXETER ALUMNI DEVELOPMENT SYSTEM	TM	N/A
EXETER STUDENT HOUSING SYSTEM	TM	N/A

Mark	® or SM TM	Original Registration Date - Status
STUDENT SUITE (LOGO)	TM	N/A
THE EXPERTS IN STUDENT SYSTEMS	TM	N/A
WHERE THE WORLD IS GOING	TM	Abandoned application. Petition to Revive and Request for extension to file a Statement of Use filed 9/7/01

COPYRIGHTS

Title	Description	Owner of Record	Registration Number	Date of Registration
Enrollment Management System	Computer program and user's manual	Exeter Educational Management Systems, Inc.	TXu-544-870	11/02/92