

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sylvan Learning, Inc.		06/14/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	eSylvan, LLC		
<b>Street Address:</b>	506 S. Central Avenue		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2548111	ESYLVAN	
<b>Registration Number:</b>	2628760	ESYLVAN.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(703)610-8694		
<b>Email:</b>	IPDocketing@MilesStockbridge.com		
<b>Correspondent Name:</b>	Miles & Stockbridge P.C.		
<b>Address Line 1:</b>	1751 Pinnacle Drive, Suite 500		
<b>Address Line 2:</b>	Ronald E. Shapiro		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102-3833		
<b>ATTORNEY DOCKET NUMBER:</b>	G3732-54		
<b>NAME OF SUBMITTER:</b>	Ronald E. Shapiro		
<b>Signature:</b>	/Ronald E. Shapiro/		

CH \$65.00 2548111

Date:

08/02/2007

Total Attachments: 2

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## ASSIGNMENT

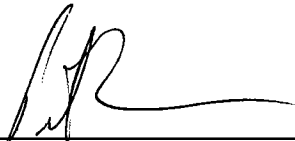
WHEREAS, Sylvan Learning, Inc. ("ASSIGNOR"), a corporation organized under the laws of the State of Delaware, whose business address is 1001 Fleet Street, Baltimore, Maryland 21202, owns the trademarks ("Marks") and the trademark registrations ("Registrations") listed on the attached Schedule A; and

WHEREAS, eSylvan, LLC ("ASSIGNEE"), a limited liability company organized under the laws of the State of Delaware, whose business address is 506 S. Central Avenue, Baltimore, Maryland 21202, desires to acquire all rights to the Marks, the Registrations, and the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, transferred, and set over, and does, by this Assignment, sell, assign, transfer, and set over unto ASSIGNEE all rights to the Marks and the Registrations, together with the goodwill of the business symbolized by the Marks, and all claims for damages and profits for past infringement with the right to sue for and collect the same for the use and benefit of ASSIGNEE, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer or representative on the date written below.

SYLVAN LEARNING, INC.

By:  \_\_\_\_\_

Name: Peter J. Cohen

Title: President

Date: June 14, 2007

## Schedule A

Esylvan (US)  
Reg. # 2,548,111 (March 12, 2002)

Esylvan.com (US)  
Reg. # 2,628,760 (October 1, 2002)