

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
TOP DRIVER-FLI, INC.		04/28/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COACHING SYSTEMS, LLC
<b>Street Address:</b>	426 Route 518
<b>City:</b>	Skillman
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08558
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3003965	COACHING THE
Registration Number:	2119022	THE COACHING SERIES
Registration Number:	1364451	FLI
Registration Number:	1364450	FLI LEARNING SYSTEMS
Registration Number:	1421919	COACHING THE PROFESSIONAL TRUCK DRIVER
Registration Number:	1421918	COACHING THE PROFESSIONAL TRUCK DRIVER
Registration Number:	1393217	COACHING THE EXPERIENCED DRIVER
Registration Number:	1390753	COACHING THE EXPERIENCED DRIVER

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)597-2400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	973-597-2500
<b>Email:</b>	lstrademark@lowenstein.com
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.
<b>Address Line 1:</b>	Lowenstein Sandler PC

CH \$215.00 3003965

Address Line 2: 65 Livingston Avenue  
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	11770/4
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	07/20/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 28<sup>th</sup> day of April, 2006, by and between Top Driver-FLI, Inc. a/k/a FLI Learning Systems, a Delaware corporation (hereinafter referred to as "ASSIGNOR"), having its principal business office at 416 Route 518, Blawenber, New Jersey 08504, and Coaching Systems, LLC (hereinafter referred to as "ASSIGNEE"), having an address at 426 Route 518, Skillman, New Jersey 08558. This Agreement is being entered into pursuant to that certain Asset Purchase Agreement (the "PURCHASE AGREEMENT"), dated as of February 3, 2006, by and between ASSIGNOR and ASSIGNEE as assignee of J. Grey Jones, Jr., individually and as agent for certain other creditors of Seller listed on Exhibit A hereto or their designee, and shall become effective as of the date hereof.

WHEREAS, ASSIGNOR is selling certain intellectual property assets to ASSIGNEE pursuant to the Purchase Agreement;

WHEREAS, in furtherance of the foregoing sale of assets, ASSIGNOR is desirous of transferring and assigning to ASSIGNEE, and ASSIGNEE is desirous of acquiring from ASSIGNOR, all of ASSIGNOR's right, title and interest in and to those trademarks and service marks listed on the Schedule attached hereto, including any common law rights therein and any other rights arising out of the use thereof, together with the trademark and service mark registrations and applications set forth in the Schedule attached hereto and all of the goodwill associated therewith and all other rights ASSIGNOR may have with respect to any of the foregoing (the "ASSIGNED MARKS").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

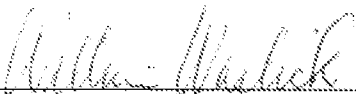
1. ASSIGNOR does hereby transfer, convey and assign unto ASSIGNEE all of its right, title and interest in and to the ASSIGNED MARKS throughout the world and the worldwide right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the ASSIGNED MARKS.
2. ASSIGNOR agrees that, upon ASSIGNEE's request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, furnish all documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the ASSIGNED MARKS in ASSIGNEE, its successors, assigns and legal representatives or nominees.

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

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date stated above.

**TOP DRIVER-FLI, INC.,  
a/k/a FLI LEARNING SYSTEMS**

By:   
Name: William Waslick  
Title: President

**COACHING SYSTEMS, LLC**

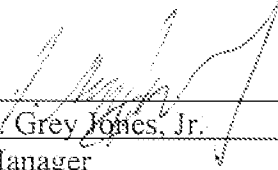
By:   
Name: J. Grey Jones, Jr.  
Title: Manager

EXHIBIT A

Nancy J. Jones  
Catherine J. Matheson  
Deborah A. Parochniak  
J. Grey Jones III

**SCHEDULE OF ASSIGNED MARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class</b>	<b>Owner of Record</b>
COACHING THE	78402267	04/15/2004	3003965	10/04/2005	9	FLI Learning Systems, Inc.
THE COACHING SERIES	75107517	05/21/1996	2119022	12/09/1997	16	FLI Learning Systems, Inc.
FLI & Design	73532599	04/17/1985	1364451	10/08/1985	16	FLI Learning Systems, Inc.
FLI LEARNING SYSTEMS	73532597	04/17/1985	1364450	10/08/1985	16	FLI Learning Systems, Inc.
COACHING THE PROFESSIONAL TRUCK DRIVER	73603923	06/12/1986	1421919	12/23/1986	16	FLI Learning Systems, Inc.
COACHING THE PROFESSIONAL TRUCK DRIVER & Design	73603803	06/12/1986	1421918	12/23/1986	16	FLI Learning Systems, Inc.
COACHING THE EXPERIENCED DRIVER & Design	73532598	04/17/1985	1393217	05/13/1986	16	FLI Learning Systems, Inc.
COACHING THE EXPERIENCED DRIVER	73532213	04/15/1985	1390753	04/22/1986	16	FLI Learning Systems, Inc.