

09-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies): 09-03-02
American Management Association International

Individual(s) Association
 General-Partnership Limited Partnership
 Corporation - State
 Other a New York not-for-profit corporation

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

2. Name and address of receiving party(ies):
Name: Rockhurst Univ. Cont. Educ. Cntr., Inc.
Internal
Address: _____
Street Address: 6901 W. 63rd St., P.O. Box 2949
City: Shawnee State: KS Zip: 66201

Individual(s) citizenship: _____
 Association
 General Partnership
 Limited Partnership
 Corporation - State
 Other a Kansas not-for-profit corporation

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/026,804

B. Trademark Registration No.(s)

1,208,216	1,552,291
1,218,672	1,611,590
1,604,549	1,491,728 1,483,915

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian R. McGinley
Internal Address: SONNENSCHN NATH & ROSENTHAL
Street Address: P.O. BOX 061080, WACKER DRIVE
STATION, SEARS TOWER
City CHICAGO State IL Zip 60606-1080

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 320
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1126
(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.

Brian R. McGinley, Reg. No. 47,782
Name of Person Signing [Signature] Signature
Date August 2, 2002

Total number of pages including cover sheet, attachments and document: 6

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

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on this 22 day of August, 2002.

09/10/2002 TDIAZI 00000018 76026804
01 FC:481 40.00 DP
02 FC:482 175.00 DP

By Deborah J. Dutton
SONNENSCHN NATH & ROSENTHAL

TRADEMARK REEL: 002578 FRAME: 0183

09/10/2002 TDIAZI 00000018 76026804
01 FC:481 40.00 DP
02 FC:482 175.00 DP
FINANCE SECTION
002 SEP -3 AM 9 10
OFFICE OF PATENT RECORDS
Name/Number/76026804
\$105.00
8

ASSIGNMENT OF US TRADEMARKS

ASSIGNMENT OF US TRADEMARKS (the "Assignment") made as of June 25, 2002, by American Management Association International, a not-for-profit, non-stock educational organization organized under the laws of the State of New York ("Assignor"), to Rockhurst University Continuing Education Center, Inc., a not-for-profit corporation organized under the laws of the State of Kansas ("Assignee").

WHEREAS, Assignor owns and uses the marks set forth on Schedule A hereto and incorporated by reference herein, certain of which are registered or applications for registration are pending in the United States Patent and Trademark Office (such marks, registrations and applications, together with any and all common law rights pertaining thereto, are referred to collectively as the "Assigned Marks");

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Purchase and Sale of Assets of the Padgett Thompson Seminars Division of American Management Association International, dated as of June 25, 2002 (the "Purchase Agreement"), pursuant to which Assignee is purchasing the Purchased Assets from Assignor, and in connection with which Assignor has used the Assigned Marks (capitalized terms used herein without definition shall be used as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign all of Assignor's right, title and interest in and to the Assigned Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby free and clear of all Encumbrances or Claims, except for Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that, from time to time after the Closing, at Assignee's request and without further consideration from Assignee, Assignor shall execute and deliver such other instruments of conveyance and transfer and take such other action as Assignee may reasonably require to convey, transfer to and vest in Assignee and to put Assignee in possession of any of the Assigned Marks to be assigned hereunder.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and the laws of the state of Kansas (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the state of Kansas) as to all other matters including, but not limited to, matters of validity, construction, effect, performance and remedies.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

AMERICAN MANAGEMENT
ASSOCIATION INTERNATIONAL


By: _____

Name: *Viviana Gurman*

Title: *Chief Financial Officer*

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On _____, 2002 before me, the undersigned, personally appeared
Viviana Graman, chief financial officer of American Management Association
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her capacity, and that by his/her signature on the
instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument.



Notary Public

ILANA SILBERMAN
Notary Public, State of New York
No. 01816048861
Qualified in Rockland County
Commission Expires Oct. 30, 2012

Assigned Marks

U.S. Trademark	Registration Number/Serial Number	Date Issued
Padgett Thompson (& design)	76/026,804	Pending
Padgett-Thompson	1208216	September 14, 1982
Padgett-Thompson	1218672	November 30, 1982
Just the Wheat, None Of The Chaff & design*		
Padgett-Thompson	1604549	July 3, 1990
Keye Productivity Center	1552291	August 15, 1989
Keye	1611590	August 28, 1990
The Business Women's Training Institute	1491728	June 7, 1988
Sourcecom	1483915	April 5, 1988

* This registration has been cancelled for failure to file a Section 8 Declaration of Continued Use.