

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSORTIUM FOR INTERNATIONAL EDUCATION, LLC		06/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPA FOUNDATION		
Street Address:	50 FRANKLIN STREET		
Internal Address:	SECOND FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	FOUNDATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2542111	CAPA	
CORRESPONDENCE DATA			
Fax Number:	(412)566-6099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 566-6777		
Email:	ipmail@eckertseamans.com		
Correspondent Name:	DAVID V. RADACK, ESQUIRE		
Address Line 1:	ECKERT SEAMANS CHERIN & MELLOTT, LLC		
Address Line 2:	600 GRANT STREET, 44TH FLOOR		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	296338-00001		
NAME OF SUBMITTER:	David V. Radack		

CH \$40.00 2542111

Signature:

/David V. Radack/

Date:

07/02/2007

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of June 20, 2007 (this "Assignment"), from Consortium for International Education, LLC, a Delaware limited liability company ("CIE"), to CAPA International Education Foundation Limited Partnership, a Massachusetts limited partnership (the "Purchaser").

WHEREAS, CIE, The CAPA Foundation, and the Purchaser have entered into an Asset Purchase Agreement, dated the date hereof (the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement);

WHEREAS, under the terms of the Asset Purchase Agreement, CIE assigned certain intellectual property of CIE to the Purchaser, and has agreed to execute this Assignment covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities; and

WHEREAS, the execution and delivery of this Assignment by CIE is a condition to the obligations of the Purchaser to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIE does hereby agree as follows:

SECTION 1. Assignment. CIE hereby sells, assigns, transfers, conveys, grants, bargains, sets over, releases, delivers, vests and confirms unto the Purchaser and its successors and assigns, forever, the entire right, title and interest of CIE in and to the United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, together with all goodwill associated therewith (the "Trademarks").

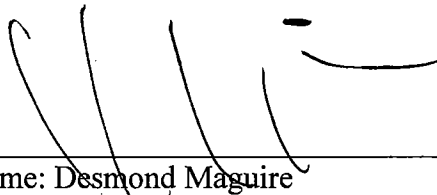
SECTION 2. Recordation. CIE authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Assignment.

SECTION 3. Governing Law. This Assignment shall be governed by the laws of the Commonwealth of Massachusetts.

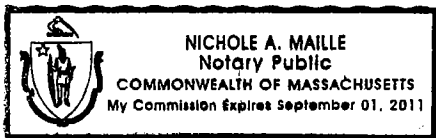
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IN WITNESS WHEREOF, the Seller has caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONSORTIUM FOR INTERNATIONAL
EDUCATION, LLC

By: 
Name: Desmond Maguire
Title: President

On this 19th day of June, 2007, before me, the undersigned notary public, personally appeared Desmond Maguire, proved to me through satisfactory evidence of identification, which was a license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public

My commission expires 9/1/2011

Schedule A
to Intellectual Property Assignment Agreement

“CAPA” service mark, Reg. No. 2,542,111, registered Feb. 26, 2002.