

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Liaison International LLC		07/31/2010	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Academic Management System, Inc.		
<b>Street Address:</b>	311 Arsenal Street		
<b>Internal Address:</b>	Suite 15		
<b>City:</b>	Watertown		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02472		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2524708	COURSEVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)261-3175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172613100		
<b>Email:</b>	tmboston@klgates.com		
<b>Correspondent Name:</b>	K&L Gates LLP		
<b>Address Line 1:</b>	State Street Financial Center		
<b>Address Line 2:</b>	One Lincoln Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	COURSEVAL ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Phi Lan Tinsley		
<b>Signature:</b>	/philan tinsley/		

OP \$40.00 2524708

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**TRADEMARK**  
**REEL: 004267 FRAME: 0293**

Date:

08/26/2010

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK

**THIS AGREEMENT** is made as of this 31st day of July, 2010, by and among Liaison International LLC, a Delaware limited liability company (the "Assignor"), and Academic Management Systems, Inc., a Massachusetts corporation (the "Assignee").

**WHEREAS**, Assignor is the owner of a U.S. trademark registration set forth on Schedule 1 attached hereto (the "Registrations") for the trademark (the "Trademark") listed in the Registrations, and Assignor or an affiliate, or its predecessors in interest have adopted, have used and are using the Trademark;

**WHEREAS**, Assignee has agreed to acquire all of the Assignor's right, title and interest in and to the Trademark, and Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Trademark; and

**WHEREAS**, the execution and delivery of this instrument is required to consummate the transactions contemplated by that certain Stock Purchase Agreement dated as of July 31, 2010 (the "Purchase Agreement") by and among Assignor, Assignee and the other parties thereto.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to, and the use of, the Trademark and all renewals thereof, together with the goodwill of the business symbolized by the Trademark, and together with any and all claims and demands that Assignor may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademark, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office to record the transfer of the Trademark set forth on Schedule 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the obligations or agreements of Assignor or Assignee or any other party contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Assignors, and their successors and assigns, and shall inure to the benefit of Assignee, and its successors and assigns.

[The next page is the signature page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officer to execute and deliver this instrument as of the date first above written.

**THE ASSIGNOR:**

LIAISON INTERNATIONAL LLC

By: 

Name: George Haddad

Title: Representative

**THE ASSIGNEE:**

ACADEMIC MANAGEMENT SYSTEMS, INC.

By: 

Name: George Haddad

Title: President

**Schedule 1**

Registered Trademark: U.S. Registration Serial No.: 2,524,708

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**RECORDED: 08/26/2010**

**TRADEMARK  
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