

08-30-2010



103605738

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Nexient Learning, Inc.
2 Bloor Street West, Suite 1200
Toronto, ON M4W 3E2
Canada

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Ontario
- Other _____

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 21, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Global Knowledge Network (Canada) Inc.

Internal

Address: _____

Street Address: 2 Bloor Street West, Suite 1200

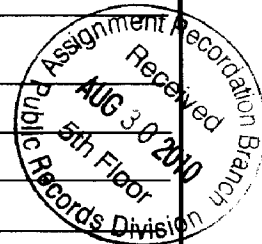
City: Toronto

State: ON

Country: Canada Zip: M4W 3E2

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3390238

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Nexient, registered 26 Feb 2008

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brian Holland

Internal Address: General Counsel

Global Knowledge Training LLC

Street Address: 9000 Regency Parkway, Suite 500

City: Cary

State: NC Zip: 27518

Phone Number: 919.460.3219

Fax Number: 919.468.4874

Email Address: brian.holland@globalknowledge.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Brian Holland

Name of Person Signing

23 August 2010

Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 21st day of August, 2009,

BETWEEN:

NEXIENT LEARNING INC.,

a corporation incorporated under the laws of the Province of Nova Scotia,
by **RSM RICHTER INC.**, solely in its capacity as Court-appointed monitor, and
not in its personal capacity

– and –

NEXIENT LEARNING CANADA INC.,

a corporation incorporated under the laws of Canada, by **RSM RICHTER INC.**,
solely in its capacity as Court-appointed monitor, and not in its personal capacity

– and –

GLOBAL KNOWLEDGE NETWORK (CANADA) INC.

(hereinafter called the “Assignee”)

WHEREAS by Order of the Ontario Superior Court of Justice dated June 29, 2009, as amended and restated from time to time, Nexient Learning Inc. and Nexient Learning Canada Inc. (collectively, the “Assignors”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA Proceedings**”) and RSM Richter Inc. (the “**Monitor**”) was appointed as monitor in the CCAA Proceedings;

AND WHEREAS, pursuant to an Agreement of Purchase and Sale dated August 5, 2009 (the “**Purchase Agreement**”) between the Assignee and the Assignors by the Monitor, the Assignee agreed to purchase from the Assignors, all of the Assignors’ right, title and interest in and to, *inter alia*, the Assets, including all of the Assignors’ trade-marks, business names, trade names, right in domain names and websites, trading styles, patents, trade secrets, software, industrial designs and copyrights, whether registered or unregistered and all applications for registration thereof, all databases, books and records, marketing materials, signage and customer lists (collectively, “**Intellectual Property**”), including without limitation, the intellectual property described on Schedule A hereto;

AND WHEREAS all capitalized terms and expressions used herein, and not otherwise defined herein, shall have the meanings assigned thereto in the Purchase Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant and subject to the terms and conditions contained in the Purchase Agreement and in consideration of the performance of the transactions set out in the Purchase Agreement, the payments and other consideration provided for therein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignors and the Assignee hereby agree as follows:

1. Assignment and Assumption. In accordance with the Purchase Agreement, the Assignors do hereby sell, transfer, assign, convey and set over to the Assignee, effective as of the Closing Time and without warranty as to the registrability or validity thereof, all of the Assignors' rights, title and interests, if any, in and to: (a) the Intellectual Property; (b) renewals thereof, as applicable; (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, as applicable; (d) the right to sue for past, present and future infringements thereof, as applicable; (e) all rights corresponding thereto throughout the world, as applicable; and (f) all of the goodwill attached to the Intellectual Property and attached to the Assignors' businesses connected with and symbolized by the Intellectual Property.

2. "As Is Where Is" Sale. The Assignee acknowledges to and in favour of the Assignors and the Monitor that:
 - a) the Assignee has conducted its own investigations and inspections of the Intellectual Property and that the Assignee is responsible to conduct its own inspections and investigations of all matters and things connected with or in any way related to the Intellectual Property;
 - b) except as otherwise expressly provided herein, the Assignee is purchasing the Intellectual Property on an "as is, where is" basis as described in Section 2.3 of the Purchase Agreement;
 - c) neither the Assignors nor the Monitor have made any representations, warranties, statements or promises, express or implied, save and except as are contained herein, including, without limitation, as to title, description, fitness for purpose, merchantability, quantity, conditions or the quality of any matter or thing whatsoever, and any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (Ontario) or similar legislation in Ontario or in any other jurisdiction do not apply to the sale of the Intellectual Property and are hereby waived by the Assignee;
 - d) any description of the Intellectual Property herein (including, without limitation, in the Schedules hereto and any quantities and locations which may be described therein) is for the purpose of identification only. No representation, warranty or condition has or will be given by the Assignors or the Monitor concerning completeness or the accuracy of such descriptions including the existence of any asset or property right described therein; and
 - e) all written and oral information obtained from the Assignors or the Monitor or their respective employees, agents, consultants, advisors or solicitors with respect to the Assets or otherwise relating to the transactions contemplated in this Agreement has been obtained for the convenience of the Assignee only, and that neither the Assignors nor the Monitor have made any representation or warranty, expressed or implied, statutory or otherwise, as to the accuracy and completeness of any such information.

3. Further Assurances. The Assignors and the Monitor shall, at any time and from time to time, upon the written request of and at the expense of the Assignee, execute and deliver to the Assignee such further documents and instruments and do such other acts and things as the Assignee may reasonably request in order to effectuate fully the purpose and intent of this Agreement.

4. Amendments; Waivers. No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, shall in any event be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
5. Acknowledgment. The Assignee acknowledges that the Monitor is acting solely in its capacity as Court-appointed monitor of the Assignors, with no personal or corporate liability.
6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the undersigned and their respective successors and assigns.
7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. Counterpart. This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by facsimile transmission or email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NEXIENT LEARNING CANADA INC.,
by **RSM RICHTER INC.**, solely in its
capacity as Court-appointed monitor, and
not in its personal capacity

Per:



Name: David Sieradzki
Title: Vice-President

I have authority to bind the corporation.

NEXIENT LEARNING INC., by **RSM**
RICHTER INC., solely in its capacity as
Court-appointed monitor, and not in its
personal capacity

Per:



Name: David Sieradzki
Title: Vice-President

I have authority to bind the corporation.

GLOBAL KNOWLEDGE NETWORK
(CANADA) INC.

Per:

Name: Brian Holland
Title: President

I have authority to bind the corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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**GLOBAL KNOWLEDGE NETWORK
(CANADA) INC.**

Per:

Name: Brian Holland
Title: President

I have authority to bind the corporation.

SCHEDULE A

INTELLECTUAL PROPERTY

1. Ontario Business Name: "Nexient Learning", business identification number 160762993, registered by Polar Bear Software Corporation (former name of Nexient Learning Canada Inc.) on July 7, 2006;
2. Nova Scotia Business Names: "Nexient Learning", registration number 3161172, registered by Nexient Learning Canada Inc. on July 6, 2006;
3. Alberta Trade Name: "Nexient Learning", registration number TN12595963, registered by Nexient Learning Canada Inc. on August 2, 2006;
4. Quebec Business Name: "Formation Nexient" registered by Nexient Learning Inc. on October 6, 2006;
5. New Brunswick Business Names: "Nexient Learning", registration number 626579, registered by Nexient Learning Canada Inc.;
6. British Columbia Business Name: "Nexient Learning", registration number 06-0430012, registered by Nexient Learning Canada Inc. on July 27, 2006;

Doc#847581v3

United States Trademarks

<i>Trademark</i>	<i>Owner/Registrant</i>	<i>Application No.</i>	<i>Registration No.</i>
NEXIENT	Nextient Learning Inc.	78948545	3390238
PERFORMANCE THROUGH LEARNING	CDI Career Development Institutes Ltd.	75370045	2252740

Canadian Trademarks

<i>Trademark</i>	<i>Owner/Registrant</i>	<i>Application No.</i>	<i>Registration No.</i>
BOTTOM LINE INNOVATION & Design	Gilmore & Associates Learning Systems Inc.	787263	469260
COMPETE TO WIN & Design	Gilmore & Associates Learning Systems Inc.	787261	461859
DANS LA COURS POWER GAGNER & Design	Gilmore & Associates Learning Systems Inc.	787262	461320
CONTINUOUS LEARNING PORTAL	CDI Education Corporation	1192318	636081
HONEYCOMBS Design	CDI Education Corporation	1192319	629101
OPENING MINDS, CHANGING YOUR WORLD	Gilmore & Associates Learning Systems Inc.	1027190	550567
PERFORMANCE FOCUSED TRAINING	CDI Career Development Institutes Ltd.	786669	464397
PERFORMANCE THROUGH LEARNING	CDI Career Development Institutes Ltd.	786666	468308
THE INSTITUTE FOR COMPUTER STUDIES & Design	CDI Education Corporation	1008924	562014
THINK1	Gilmore & Associates Learning Systems Inc.	1083493	572100
NEXIENT	Nextient Learning Inc.	1308932	719391

Domain Name	Expiry Date	Registrar	Registrant
cdilearn.com	September 27, 2009	Network Solutions	Nexient Learning Inc.
cdilearn.net	September 27, 2009	Network Solutions	Nexient Learning Inc.
pbsc.com	November 28, 2009	Network Solutions	Nexient Learning Inc.
crosssoft.com	January 12, 2010	Network Solutions	Nexient Learning Inc.
crosssoft.net	January 12, 2010	Enom Inc	Crosssoft Incorporated (predecessor to Nexient Learning Inc.)
crosssoft.org	January 12, 2010	Enom Inc	Crosssoft Incorporated (predecessor to Nexient Learning Inc.)
nexientlearning.ca	June 1, 2010	Register.com	Nexient Learning Inc.
formalio@nexient.com	June 14, 2010	Register.com	Nexient Learning Inc.
polarbearuniversity.com	June 28, 2010	Network Solutions	Nexient Learning Inc.
accra.ca	July 13, 2010	Domains at Cost	Nexient Learning Inc.
broadleaf.ca	July 22, 2010	Domains at Cost	Crosssoft Incorporated (predecessor to Nexient Learning Inc.)
polarbearcampus.com	December 9, 2010	Network Solutions	Nexient Learning Inc.
nexientlearning.com	March 28, 2013	Register.com	Nexient Learning Inc.
nexient.ca	March 28, 2013	MyDomain.com	Polar Bear Software Cororation (predecessor Nexient Learning Canada Inc.)
polarbear.com	July 17, 2013	Network Solutions	Nexient Learning Inc.
willcam.com	6-Apr-14	Network Solutions	CDI Education

SSL Certificates

Expiry Date **Registrar**

learningportals.cdilearn.com	November 23, 2009	Verisign
securemail.nexientlearning.com	January 28, 2010	Verisign
nexientlearning.com	February 22, 2010	Verisign
secure.polarbear.com	June 13, 2010	Verisign