

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
	Name	Formerly	Entity Type
	PER Group		LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Arc Mesa Educators		
Street Address:	666 Plainsboro Road		
City:	Plainsboro		
State/Country:	NEW JERSEY		
Postal Code:	08536		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
	Property Type	Number	Word Mark
	Registration Number:	3380118	MIAMI BREAST CANCER CONFERENCE
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(732)851-4638		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	shpulaski@shpulaskilaw.com		
Correspondent Name:	Law Office of Shannon Hennessy Pulaski		
Address Line 1:	14 Winding Creek Drive		
Address Line 4:	Millstone Twp, NEW JERSEY 08535		
NAME OF SUBMITTER:	Shannon Hennessy Pulaski		
Signature:	/Shannon Hennessy Pulaski/		
Date:	04/27/2011		
Total Attachments: 4 source=PER TM assignment#page1.tif source=PER TM assignment#page2.tif source=PER TM assignment#page3.tif source=PER TM assignment#page4.tif			

OP \$40.00 3380118

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated April 20, 2011 (this "Trademark Assignment"), is made by PER Group, L.P., a Delaware limited partnership (the "Assignor") to ARC MESA EDUCATORS, LLC, a New Jersey limited liability company (the "Assignee").

The Assignor and the Assignee are hereinafter referred to as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of April 20, 2011, by the Assignee and the Assignors (the "Asset Purchase Agreement").

### Recitals

A. The Assignor is the owner of registered and common law rights in MIAMI BREAST CANCER CONFERENCE, the goodwill related to that mark, and U.S. Trademark Registration Number 3,380,118 ("the Trademark").

B. The Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee all of its rights, title and interest in and to the Trademark, including any and all goodwill associated therewith, on the terms and subject to the conditions set forth herein and in the Asset Purchase Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Trademark.** Based on the terms and subject to the conditions set forth in this Trademark Assignment and Asset Purchase Agreement, the Assignor does hereby sell, assign, convey, transfer, and deliver to Assignee and its successors, assigns, and legal representatives or nominees, all of such Assignor's rights, title and interest, for all countries, jurisdictions and political entities of the world, in and to the Trademark, including, without limitation, all benefits, income, payments, privileges, causes of action in law or in equity, and the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for any and all claims of past, present, and future infringement known or unknown, that have accrued or will accrue, and to collect damages therefore, and (c) grant licenses or other interests to and in the Trademark. The foregoing includes, and the Assignor does hereby sell, assign, convey, transfer, and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Trademark.

2. **Further Assurances.** The Assignor agrees that upon request it shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary or desirable to vest title to the Trademark in Assignee or in its successors, assigns, and legal representatives or nominees. The Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of such Assignor and in the name of such Assignor or in its own name, for the purposes of carrying out the terms of this Trademark Assignment, to take all necessary actions to vest title and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Trademark Assignment.

3. **No Rights in Third Parties.** Nothing expressed or implied in this Trademark Assignment is intended to or shall confer upon any Person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Trademark Assignment.

4. **Successors and Assigns.** This Trademark Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

5. **Governing Law.** This Trademark Assignment and all claims with respect thereto shall be governed by and construed in accordance with the internal substantive laws of the State of New Jersey for agreements to be wholly performed therein, without giving effect to any provision relating to New Jersey conflicts of laws principles.

6. **Amendments.** No amendment or modification of this Trademark Assignment shall be effective unless it is set forth in writing and signed by each of the Parties hereto.

7. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same original.

8. **Representations and Warranties.** The Assignor represents and warrants that there are no claims, demands, causes of action, proceedings, or lawsuits threatened or pending with respect to the Trademark and that Assignor has the sole and exclusive rights and authorizations to effect this Trademark Assignment.


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IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

**ASSIGNOR:**  
PER GROUP, L.P.

By: \_\_\_\_\_  
Name: Eric Glassman  
Title: Interim Chief Financial Officer

**ASSIGNEE:**  
ARCMESA EDUCATORS, LLC

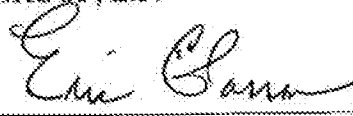
By:  \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 004530 FRAME: 0296**

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ASSIGNOR:  
PER GROUP, L.P.

By: 

Name: Eric Glassman

Title: Interim Chief Financial Officer

ASSIGNEE:  
ARCMESA EDUCATORS, LLC

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]