

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
The Council for International Tax Education, Inc.		07/13/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	S.T.F. Services Corporation		
Street Address:	26 Corporate Circle		
City:	East Syracuse		
State/Country:	NEW YORK		
Postal Code:	13057		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2195539	CITE	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease, LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	02193-2/0769/CITEASSIGN		
NAME OF SUBMITTER:	Richard S. Donnell		
Signature:	/richard s donnell/		

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REEL: 004559 FRAME: 0512

Date:

06/10/2011

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption Agreement of Intellectual Property ("Assignment and Assumption of IP") dated as of July 13, 2009 between **The Council for International Tax Education, Inc.**, a New York corporation ("Assignor") and **S.T.F. Services Corporation**, a New York corporation, or its assigns ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 13, 2009 (the "Purchase Agreement"), pursuant to which Assignee is purchasing the Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Intellectual Property (as defined in the Purchase Agreement), and Assignee has agreed to assume the Assumed Liabilities relating to the Intellectual Property, as set forth in the Purchase Agreement and herein, and this Assignment and Assumption of IP is contemplated by Section 2.9(d) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree and follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. **Assignment and Assumption of IP.** Effective as of the date hereof at the time of the Closing, Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment of IP") to Assignee all of Assignor's right, title and interest in and to, the Intellectual Property listed in Schedule 1.1(f) of the Purchase Agreement and all goodwill associated therewith. Assignee hereby accepts the Assignment of IP and assumes and agrees to pay, perform and discharge when due or required to be performed, as the case may be, all of the Assumed Liabilities relating to such Intellectual Property.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement relating to the Assignment of IP are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption of IP and the Purchase Agreement.
5. **Binding Effect.** This Assignment and Assumption of IP shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Assignment and Assumption of IP shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
7. **Counterparts; Facsimile Signatures.** This Assignment and Assumption of IP may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A telecopy or facsimile transmission of a signed counterpart of this Agreement shall be sufficient to bind the party or parties whose signatures appear thereon.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have hereunto duly executed this Assignment and Assumption of IP as of the date first written above.

ASSIGNEE:

STF SERVICES CORPORATION

By: 
Name: Michael T. Smith
Title: President

ASSIGNOR:

**THE COUNCIL FOR INTERNATIONAL TAX
EDUCATION, INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned parties have hereunto duly executed this Assignment and Assumption of IP as of the date first written above.

ASSIGNEE:

S.T.F. SERVICES CORPORATION

By: _____
Name: _____
Title: _____

ASSIGNOR:

**THE COUNCIL FOR INTERNATIONAL TAX
EDUCATION, INC.**

By: William H. Green
Name: William H. Green
Title: Executive Director

Council for International Tax Education, Inc.

Schedule I.1(f) Intellectual Property

<u>Name</u>	<u>Owner</u>	<u>Class</u>	<u>Description or Registration Number</u>	<u>Expiration</u>
FDTA	Counsel For International Tax Education, Inc		2195538	
CITE	Counsel For International Tax Education, Inc		2195539	
fdta-cite.org	Counsel For International Tax Education, Inc	Domain		
citeusa.org	Counsel For International Tax Education, Inc	Domain		
CITE Telephone	Counsel For International Tax Education, Inc		914.328.5656	General number
CITE Fax Number	Counsel For International Tax Education, Inc		914.328.5757	Fax Number
info@citeusa.org	Counsel For International Tax Education, Inc			email contact address