

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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TECHSKILLS LLC		01/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vatterott Educational Centers, Inc.		
<b>Street Address:</b>	9200 Olive Blvd.		
<b>Internal Address:</b>	Suite 222		
<b>City:</b>	Olivette		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63132		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3543219	CORPORATE EDUCATION GROUP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175701255		
Email:	TMAdmin@goodwinprocter.com, rcrawford@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford, Jr.		
Address Line 1:	53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	125697/212416		
NAME OF SUBMITTER:	Robert M. Crawford, Jr.		

OP \$40.00 3543219

Signature:	/Robert M. Crawford, Jr./
Date:	04/13/2012
Total Attachments: 3 source=Vatterott _ CEG - Trademark Assignment (EXECUTED) (2)#page1.tif source=Vatterott _ CEG - Trademark Assignment (EXECUTED) (2)#page2.tif source=Vatterott _ CEG - Trademark Assignment (EXECUTED) (2)#page3.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of January 31, 2012, by and between Techskills LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 108 Wild Basin Road, Suite 150, Austin, Texas 78746 ("Assignor"), and Vatterott Educational Centers, Inc., a corporation organized and existing under the laws of Missouri, and having a usual place of business at 9200 Olive Blvd., Suite 222, Olivette, Missouri 63132 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademark and service mark CORPORATE EDUCATION GROUP, and U.S. Registration No. 3,543,219 for same (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 31, 2012 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain assets of Assignor used in the operation of those activities and functions of the operating unit within Assignor operated and known as "Corporate Education Group", including the Mark and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

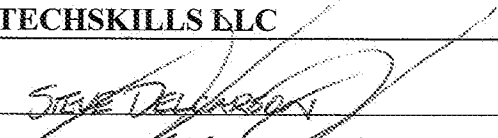
NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: TECHSKILLS LLC  
Name: \_\_\_\_\_  
Signature:   
Title: CEO / PRESIDENT

ASSIGNEE: VATTEROTT EDUCATIONAL CENTERS, INC.  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: TECHSKILLS LLC

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE: VATTEROTT EDUCATIONAL  
CENTERS, INC.

Name: D. Scott Casanover  
Signature: D. Scott Casanover  
Title: General Counsel