

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
DeVry/Becker Educational Development Corp.		12/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DF Institute, Inc.		
Street Address:	225 West Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2752526	STALLA	
CORRESPONDENCE DATA			
Fax Number:	6503844701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650.384.4700		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	Mimi Rupp, Esq.		
Address Line 1:	Kenyon & Kenyon LLP		
Address Line 2:	1801 Page Mill Road, Suite 210		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	15481/10		
NAME OF SUBMITTER:	Mimi Rupp, Esq.		
Signature:	/Mimi Rupp/		

OP \$40.00 2752526

Date:

05/03/2012

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of December 2, 2011, by and among Becker Professional Development Corporation, a Delaware corporation and DeVry/Becker Educational Development Corp., a Delaware corporation (together, "Assignor"), and DF Institute, Inc., an Illinois corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

WHEREAS, Assignor desire to assign the Acquired IP identified on **Schedule A** to Assignee pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for the good and valuable consideration of Ten Dollars (\$10.00), to it in hand paid by Assignee, and other good and valuable consideration paid to and received by Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and convey to Assignee all Assignor's right, title and interest in, to and under the Acquired IP, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past, present, or future claims arising out of any infringement thereof, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

[Signature Page Follows]

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of December 2, 2011.

BECKER PROFESSIONAL DEVELOPMENT CORPORATION

By: *Daniel Hamburger*
Name: *Daniel Hamburger*
Title: *President & CEO*

State of *Illinois*)
) SS
County of *DuPage*)

On this 2nd day of December, 2011, before me, a Notary Public in and for the County and State aforesaid, appeared *Daniel Hamburger* the *President & CEO* of Becker Professional Development Corporation, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Notary Public: *Patricia A Derby*
My Commission Expires: *05/05/2013*



[Signature Page to Assignment of Intellectual Property]

DEVRY/BECKER EDUCATIONAL DEVELOPMENT
CORP.

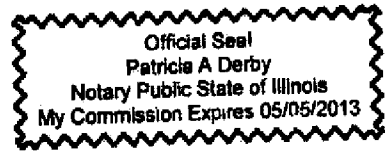
By: *Daniel Hamburger*
Name: Daniel Hamburger
Title: President & CEO

State of Illinois)
County of DuPage) SS

On this 2nd day of December, 2011, before me, a Notary Public in and for the County and State aforesaid, appeared Daniel Hamburger the President & CEO of DeVry/Becker Educational Development Corp., to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Notary Public: *Patricia A Derby*
My Commission Expires: 05/05/2013



SCHEDULE A

INTELLECTUAL PROPERTY

Table 1: TRADEMARKS

Same information as on Schedule 2.6(a)-1
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Table 2: COPYRIGHTS

Same information as on Schedule 2.6(a)-2

Table 3: DOMAIN NAMES

Domain Name	Expiration Date
REVIEWFORCFA.BIZ	11/18/2016
REVIEWFORCFA.COM	05/30/2013
STALLA.BIZ	11/18/2016
STALLA.COM	07/01/2013
STALLA.NET	05/30/2013
STALLA.US	12/21/2013
STALLACFE.COM	03/19/2013
STALLAONLINE.COM	10/28/2013
STALLASMETEAM.COM	02/07/2013
STALLAWEBCASTHELP.COM	05/14/2013

Schedule 2.6(a)

Intellectual Property

A. Registered IP

1. Trademarks

See Schedule 2.6(a)-1

2. Copyrights

See Schedule 2.6(a)-2

B. Domain Names

REVIEWFORCFA.BIZ

REVIEWFORCFA.COM

STALLA.BIZ

STALLA.COM

STALLA.NET

STALLA.US

STALLACFE.COM

STALLAONLINE.COM

STALLASMETEAM.COM

STALLAWEBCASTHELP.COM

and all subdomains thereof

C. Course Titles

The Enhanced System

The System

D. Licenses

None.

E. Infringement.

None.

US_ACTIVE-107847757.2-325099-00006

TRADEMARK
REEL: 004771 FRAME: 0888

Schedule 2.6(a)-1.

US_ACTIVE-10764775/ 2-325089-00006

TRADEMARK
REEL: 004771 FRAME: 0889

DEVRY INC.

Trademark Report By Title
Search Criteria

Printed: 10/12/2011

TType TRADEMARK (OR) SERVICE MARK
 TMark "STALLA" [or] "SUCCEED WITH THE SYSTEM"
 Status ACTIVE
 ClientID DEVRY

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
STALLA							
EUROPEAN UNION (C	68415/220463-89	10/28/2003	003487873	10/28/2003	003487873	REGISTERED	16, 41, 9
FEDERATION OF RUSS	68415/220463-829	08/19/2010	2010726853	08/01/2011	441965	REGISTERED	016, 041, 09
KAZAKHSTAN	68415/220463-825	08/19/2010	51624			PENDING	16, 41, 9
SWITZERLAND	68415/220463-97	03/26/2007	53372/2007	03/26/2007	562084	REGISTERED	16, 41, 9
UKRAINE	68415/220463-828	06/18/2010	m 2010 12878			PENDING	16, 41, 9
UNITED STATES	68415/220463-44	09/24/2002	76/452,357	08/19/2003	2,752,526	REGISTERED	16, 41, 9
STALLA (Cl. 16)							
CHINA	68415/220463-92	06/30/2003	3612623	02/14/2008	3612623	REGISTERED	16
INDIA	68415/220463-78	02/22/2007	1533361			PENDING	16
TAIWAN	68415/220463-102	06/10/2003	092036596	04/16/2004	1095722	REGISTERED	16
STALLA (Cl. 41)							
CHINA	68415/220463-93	06/30/2003	3612625	03/21/2005	3612625	REGISTERED	41
INDIA	68415/220463-79	02/22/2007	1533362			PENDING	41
TAIWAN	68415/220463-103	06/10/2003	092036593	01/16/2004	1083597	REGISTERED	41
STALLA (Cl. 9)							
CHINA	68415/220463-91	06/30/2003	3612624	01/28/2005	3612624	REGISTERED	9
INDIA	68415/220463-77	02/22/2007	1533360			PENDING	9
TAIWAN	68415/220463-101	06/10/2003	092036597	05/16/2004	1101083	REGISTERED	9
STALLA (Cl. 9, 16, 41)							
HONG KONG	68415/220463-73	06/09/2003	300029880	06/09/2003	300029880	REGISTERED	16, 41, 9
SOUTH KOREA	68415/220463-86	02/21/2007	45-2007-0000740	05/02/2008	45-0029130	REGISTERED	16, 41, 9
STALLA (with Katakana)							
JAPAN	68415/220463-83	03/27/2007	2007-26469	07/25/2008	5154071	REGISTERED	16, 41, 9