# 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
Kahler Slater, Inc.		11/01/2012	CORPORATION: WISCONSIN

#### **RECEIVING PARTY DATA**

Name:	CREDO, LLC
Street Address:	940 GOLF HOUSE ROAD W #200
City:	Whitsett
State/Country:	NORTH CAROLINA
Postal Code:	27377
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3256413	JOURNEY OF INDEPENDENCE
Registration Number:	3256414	J.O.I.
Registration Number:	3352447	TRANSFER-MATIONAL ARTICULATION
Registration Number:	3453866	ACE
Registration Number:	3458138	LOGICAID
Registration Number:	3462379	POWERPREDICT
Registration Number:	3564756	MISSION METRICS
Registration Number:	3639294	POWERALERT
Registration Number:	3723906	PERFORMA HIGHER EDUCATION INSTITUTE
Registration Number:	3732896	SURVEYU

## **CORRESPONDENCE DATA**

**Fax Number**: 3363785400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Phone: 336 378 5200 Email: wanda.armstrong@smithmoorelaw.com Correspondent Name: Kimberly Bullock Gatling Smith Moore Leatherwood LLP Address Line 1: Address Line 2: P.O. Box 21927 Address Line 4: Greensboro, NORTH CAROLINA 27420 ATTORNEY DOCKET NUMBER: 5014194.1 NAME OF SUBMITTER: Kimberly Bullock Gatling Signature: /kbg/ Date: 05/30/2013 Total Attachments: 3 source=CREDO#page1.tif source=CREDO#page2.tif source=CREDO#page3.tif

TRADEMARK
REEL: 005037 FRAME: 0428

#### CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (this "Assignment"), is effective as of the 1st day of November, 2012 (the "Effective Date"), by and between Kahler Slater, Inc., a Wisconsin corporation ("Assignor"), and CREDO, LLC, a North Carolina limited liability company ("Assignee");

## **RECITALS**

WHEREAS, Assignor and Performa Higher Education Holdings, LLC entered into a certain License Agreement dated October 31, 2010 ("License Agreement"), whereby, upon the end of the term of the License Agreement, Performa Higher Education Holdings, LLC acquired all right, title and interest in and to the trademarks attached hereto in Exhibit A (collectively, the "Marks") together with (i) any and all goodwill of the business associated with the Marks (the "Goodwill") and (ii) any and all causes of action, claims and demands arising from any infringement, including past infringements, of the Marks ("Causes of Action"); and

WHEREAS, Performa Higher Education Holdings, LLC merged into Assignee on June 20, 2012, and Assignee assumed all rights and obligations of Performa Higher Education Holdings, LLC under the License Agreement; and

WHEREAS, Assignor and Assignee desire to confirm of record and effectuate the assignment to Assignee all right, title and interest in and to the Marks together with the Goodwill and the Causes of Action.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements and covenants contained herein and in the License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Assignee the entire right, title and interest in and to the Marks together with the Goodwill, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all Causes of Action.
- 2. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (A) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the

TRADEMARK
REEL: 005037 FRAME: 0429

rights assigned herein; (B) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (C) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (D) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

3. The Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

KAHLER SLATER, INC.  By: George C. Meyer  Printed name	PERFORMA HIGHER Credo and PERFORMA HIGHER Credo  EDUCATION HOLDINGS, LLC  By: Lillian Fahrner  William Fahrner  Printed Name
CEO	COO
Title	inte

# EXHIBIT A

		<u>Serial</u>	Registration
Trademark	Country	Number	<u>Number</u>
J.O.I.	U.S.	78/958,864	3256414
Journey of Independence	U.S.	78/958,856	3256413
PowerPREDICT	U.S.	78/958,819	3462379
LogicAID	U.S.	78/958,831	3458138
ACE	U.S.	78/958,875	3453866
Transfer-mational			
Articulation	U.S.	78/958,846	3352447
Mission Metrics	U.S.	78/958,806	3564756
SurveyU	U.S.	78/958,837	3732896
The Performa Higher		·	
Education Institute	U.S.	78/595,542	3723906
PowerALERT	U.S.	77/618,082	3639294

Page 3 of 3

TRADEMARK REEL: 005037 FRAME: 0431