

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Grockit, Inc.</td> <td></td> <td>07/25/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Grockit, Inc.		07/25/2013	CORPORATION: DELAWARE																
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Grockit, Inc.		07/25/2013	CORPORATION: DELAWARE																								
RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Kaplan, Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">395 Hudson Street</td> </tr> <tr> <td>City:</td> <td colspan="3">New York</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">10014</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: DELAWARE</td> </tr> </table>				Name:	Kaplan, Inc.			Street Address:	395 Hudson Street			City:	New York			State/Country:	NEW YORK			Postal Code:	10014			Entity Type:	CORPORATION: DELAWARE		
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City:	New York																										
State/Country:	NEW YORK																										
Postal Code:	10014																										
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PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85172750</td> <td>GROCKIT</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85172750	GROCKIT																		
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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 Address Line 1: 1801 Page Mill road, Suite 210 Address Line 4: Palo Alto, CALIFORNIA 94304																											
ATTORNEY DOCKET NUMBER:	15258/GROCKIT																										
NAME OF SUBMITTER:	Mimi Rupp																										
Signature:	/MR/																										
Date:	08/06/2013																										

OP \$40.00 85172750

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of July 25, 2013, by and between Grockit, Inc., a Delaware corporation ("Assignor"), and Kaplan, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, has the sole rights to, used and is using the trademarks and the United States trademark registrations and applications for registration, the unregistered trademarks, and the international and foreign trademark registrations, applications for registrations, and extensions of protection identified on Schedule A (collectively, with all variations thereof, the "Marks"); and

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

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Marks worldwide, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to income, royalties, payments, profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

Assignor hereby irrevocably appoints Assignee attorney-in-fact, with full power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents in the name and on behalf of Assignor, as Assignee may deem necessary or proper in the premises to accomplish such assignment.

Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings under or concerning the Marks and any infringement thereof, or interference with any of the rights hereby granted thereunder, in its own name or in the name of Assignor, but at the expense of Assignee, and, at its option, Assignee may join Assignor as a party plaintiff or defendant in any such suit, action or proceeding.

Assignor authorizes and requests the United States Patent and Trademark Office and similar foreign and international offices to record Assignee as the assignee and owner of all applications and registrations included in the Marks sought or secured now or hereafter. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration covering the Marks; (2) in the prosecution or defense of any trademark office proceedings, infringement, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks or this Trademark Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured

under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Trademark Assignment.

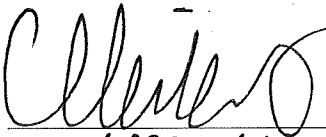
This Trademark Assignment is subject in all respects to, and all the benefits in respect of, the terms and conditions of the Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of Assignor or Assignee contained in the Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first above written.

ASSIGNOR:

GROCKIT, INC.

By: 
Name: W. G. GILBERT JR
Title: CEO

ASSIGNEE:

KAPLAN, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first above written.

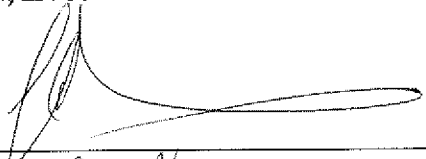
ASSIGNOR:

GROCKIT, INC.

By: _____
Name:
Title:

ASSIGNEE:

KAPLAN, INC.

By:  _____
Name: *Chris Neuman*
Title: *Vice President Ad. Sec'y*

Schedule A

Registrations:

Trademark Name	Country	Classes / Goods	Status	Application Number	Filing Date	Registration Number	Registration Date
GROCKIT	United Kingdom	42 Int.	Registered	2580455	5/6/2011	2580455	9/16/2011
GROCKIT	Canada	42 Int.	Registered	1526511	5/5/2011	841712	1/30/2013
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GROCKIT	Canada	42 Int.	Registered	1526511	5/5/2011	841712	1/30/2013
GROCKIT	Brazil	42 Int.	Published	831025859	5/9/2011		

Applications:

Trademark Name	Country	Classes / Goods	Status	Application Number	Filing Date
GROCKIT	Pakistan	42 Int.	Filed	301073	5/6/2011
GROCKIT	United States of America	42 Int.	Filed	85-172750	11/9/2010
GROCKIT	India	42 Int.	Filed	2140991	5/6/2011
GROCKIT	Indonesia	42 Int.	Filed	J002011 018206	5/9/2011