

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the states of incorporation of assignor and assignee previously recorded on Reel 003142 Frame 0348. Assignor(s) hereby confirms the assignment of the entire interest and goodwill of subject trademarks.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	TOPP INC.		08/31/2004
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE OXFORD PRINCETON PROGRAMME, INC.		
Street Address:	116-230 Village Boulevard		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	2878201	THE OXFORD PRINCETON PROGRAMME
	Registration Number:	2638093	PRINCETON ENERGY PROGRAMME
	Registration Number:	2762150	PRINCETONLIVE.COM
CORRESPONDENCE DATA			
Fax Number:	2159814750		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215.981.4194		
Email:	kennedyp@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Paul J. Kennedy		

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Signature:	/Paul J. Kennedy/
Date:	08/19/2013
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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Topp, Inc.		08/31/2004	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Oxford Princeton Programme, Inc.		
<b>Street Address:</b>	116-230 Village Boulevard		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2878201	THE OXFORD PRINCETON PROGRAMME	
Registration Number:	2638093	PRINCETON ENERGY PROGRAMME	
Registration Number:	2762150	PRINCETONLIVE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2159814194		
<b>Email:</b>	kennedyp@pepperlaw.com		
<b>Correspondent Name:</b>	Paul J. Kennedy		
<b>Address Line 1:</b>	18th and Arch Streets		
<b>Address Line 2:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		
<b>Signature:</b>	/Paul J. Kennedy/		

OP \$90.00 2878201

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 REEL: 005096 FRAME: 0578

Date:

08/17/2005

Total Attachments: 3

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COMMUNITY TRADE MARK

THIS ASSIGNMENT is made this 31<sup>st</sup> day of August 2004

BETWEEN: TOPP INC., a corporation existing under the laws of Delaware, USA, of 888 Seventh Avenue, New York, New York 10106, USA ("the Assignor" which expressions shall include its successors and assignees)

AND

THE OXFORD PRINCETON PROGRAMME, INC., a corporation existing under the laws of the State of New Jersey, ("the Assignee" which expressions shall include its successors and assignees)

RECITALS :

- (A) The Assignor is the proprietor of the trade marks ("the Trade Marks") and the subject of the applications ("the Applications") details of which are set out in the Schedule hereto and form part of this assignment
- (B) The Assignor has agreed to assign all its right, title, interest and property in the Trade Marks and the Applications, together with all ancillary rights relating thereto to the Assignee upon the following terms

OPERATIVE PROVISIONS :

1. In consideration of the sum of \$1.00 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest and property in the Trade Marks and the Applications, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks and any copyright rights which may subsist in the Trade Marks, and any associated logo, and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the resulting registration and/or any rights in or relating to the Trade Marks whether committed before or after the date of this assignment, to the intent that the Trade Marks, the Applications and any registration resulting from the Applications shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Marks TO HOLD the same unto the Assignee absolutely.
2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at the relevant Trade Marks Registry.

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3. The Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Marks may be invalidated.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
5. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

IN WITNESS whereof the parties have executed this document on the first date above written.

THE SCHEDULE

<u>TRADE MARK</u>	<u>NUMBER</u>	<u>CLASSES</u>	<u>COUNTRY</u>
The Oxford Princeton Programme			
PrincetonLive.com			
Princeton Energy Programme			
The College of Petroleum and Energy Studies			

SEE ATTACHED CHART

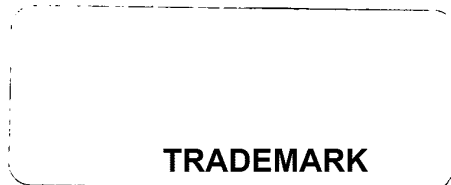
SIGNED, for and on behalf of  
TOPP INC.  
in the presence of:

) (Signatory).....  
) Name: Title:  
) (Witness).....

SIGNED, for and on behalf of  
The Oxford Princeton Programme, Inc.  
in the presence of:

) (Signatory).....  
) Name: C. Lippert Title: President  
) (Witness).....

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TOPP INC.

U.S. FEDERAL AND FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
THE OXFORD PRINCETON PROGRAMME	United States			2,878,201	8/31/04	Registered
PRINCETON ENERGY PROGRAMME	United States			2,638,093	10/22/02	Registered
PRINCETONLIVE.COM	United States			2,762,150	9/09/03	Registered
PRINCETONLIVE.COM	Canada			TMA0629762	1/10/05	Registered
THE OXFORD PRINCETON PROGRAMME	Canada	CA111026500	7/20/01			Pending
PRINCETON ENERGY PROGRAMME	European Community			1905462	8/14/02	Registered
PRINCETONLIVE.COM	European Community			1905520	10/18/01	Registered
THE OXFORD PRINCETON PROGRAMME	European Community			2320877	11/08/04	Registered

RECORDED: 08/17/2005  
RECORDED: 08/19/2013

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