

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
CPX HOLDINGS, LLC		06/01/2015	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPPEX.COM, LLC		
<b>Street Address:</b>	1040 N. LAKESHORE DRIVE		
<b>Internal Address:</b>	UNIT 10C		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3358498	CAPPEX	
<b>Registration Number:</b>	4631260	C CAPPEX	
<b>Registration Number:</b>	4566672	CAPPEXCONNECT	
<b>Registration Number:</b>	4631261	COLLEGE GREENLIGHT	
<b>Registration Number:</b>	4447700	GOOD MONEY. GREAT SCHOOLS.	
<b>Registration Number:</b>	3484771	WHAT ARE MY CHANCES?	
<b>Registration Number:</b>	3346892	WHERE COLLEGES APPLY TO YOU!	
<b>Registration Number:</b>	3346893	WHERE COLLEGES RECRUIT YOU!	
<b>Registration Number:</b>	4631262	YOUR COLLEGE DECISION HEADQUARTERS	
<b>Serial Number:</b>	86186347	GLOBAL EDUCATION EXCHANGE	
<b>Serial Number:</b>	86186396	GLOBAL HIGHER EDUCATION EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127549603		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3127549602		
<b>Email:</b>	york@ls3ip.com		
<b>Correspondent Name:</b>	LEE SULLIVAN SHEA & SMITH LLP		

OP \$290.00 3358498

TRADEMARK

**Address Line 1:** 150 S. WACKER DRIVE, SUITE 2400  
**Address Line 2:** RORY P. SHEA  
**Address Line 4:** CHICAGO, ILLINOIS 60606

**NAME OF SUBMITTER:** Rory P. Shea

**SIGNATURE:** /Rory P. Shea/

**DATE SIGNED:** 07/08/2015

**Total Attachments: 3**

source=Cappex Transfer Agreement and Bill of Sale CPX Cappex0001 [REDACTED][2]#page1.tif

source=Cappex Transfer Agreement and Bill of Sale CPX Cappex0001 [REDACTED][2]#page2.tif

source=Cappex Transfer Agreement and Bill of Sale CPX Cappex0001 [REDACTED][2]#page3.tif

## TRANSFER AGREEMENT AND BILL OF SALE

This Transfer Agreement and Bill of Sale ("Agreement") is made as of June 1, 2015 ("Effective Date"), by and between CPX Holdings, LLC, an Illinois limited liability company ("Transferor"), and Cappex.com, LLC, an Illinois limited liability company organized on May 19, 2015 ("Transferee"). Pursuant to this Agreement, in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged by Transferor, Transferor does hereby sell, assign, transfer and set over to Transferee all of Transferor's right, title and interest in and to all assets owned by Transferor and used in connection with the operation of the Cappex.com business as of the Effective Date, including, without limitation, all of Transferor's tangible and intangible assets, accounts, accounts receivable, inventory, general intangibles, intellectual property, chattel paper, physical assets, furniture, fixtures, equipment, software, licenses, insurances, trade names, assumed names, copyrights, service marks, domain names, websites, telephone numbers, trademarks, data assets, digital assets, ownership of computer code and programs, technology, goodwill, cash, prepaid expenses, insurance proceeds, claims and causes of action, of any sort or type, but specifically excluding the following assets ("Excluded Assets"): (a) Transferor's membership interests in, and any other rights relating to, [REDACTED], including, without limitation, any loans receivable due to Transferor from [REDACTED], if any, (b) cash in the amount of [REDACTED] (including cash pledged as security for any letter of credit issued by Bank Leumi for the benefit of the Transferor), (c) any security deposits (including, without limitation, letters of credit pledged as a security deposit) relating to any leases retained by Transferor, (d) the two (2) laptop computers specifically assigned to and used by [REDACTED] and [REDACTED], (e) a copy of the books and records of CPX Holdings, LLC and the Cappex.com business, and (f) rights to any tax or other refunds due to Transferor as of the Effective Date.

This Agreement is binding upon and inures to the benefit of Transferor and Transferee and their respective successors and permitted assigns.

The parties signing this Agreement warrant and represent that they have the full legal power, authority and right to execute, deliver and perform the obligations under this Agreement, that this Agreement has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Agreement binding upon such party.

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

(Signature Page Follows)


IN WITNESS WHEREOF, Transferor and Transferee have executed this Agreement as of the Effective Date.

TRANSFEROR:

CPX Holdings, LLC,  
an Illinois limited liability company

By: Capman, LLC, its manager

By: USL Management, Inc., its manager


By:   
\_\_\_\_\_  
Leon Heller, its President

TRANSFEEE:

Cappex.com, LLC,  
an Illinois limited liability company

By: Capman, LLC, its manager

By: USL Management, Inc., its manager

By:   
\_\_\_\_\_  
Leon Heller, its President

F:\DOCS\CL\17356\00\2015 Restructuring\Transfer Agreement 060115.doc

**ADDENDUM TO TRANSFER AGREEMENT AND BILL OF SALE**

This Addendum to the Transfer Agreement and Bill of Sale executed by CPX Holdings, LLC ("Transferor") and Cappex.com, LLC ("Transferee"), with an effective date of June 1, 2015, is made as of July 8, 2015. Pursuant to the Transfer Agreement and Bill of Sale, the Transferor has sold, assigned, transferred, and set over to Transferee all of Transferor's right, title, and interest in all of Transferor's intellectual property (including the right to claim priority to and/or derive intellectual property from such intellectual property). The purpose of this Addendum is to specifically identify the following intellectual property that is subject to the Transfer Agreement and Bill of Sale:

<b>Intellectual Property</b>
U.S. Patent Application No. 14/624,522
U.S. Trademark Registration No. 3358498
U.S. Trademark Registration No. 4631260
U.S. Trademark Registration No. 4566672
U.S. Trademark Registration No. 4631261
U.S. Trademark Registration No. 4447700
U.S. Trademark Registration No. 3484771
U.S. Trademark Registration No. 3346892
U.S. Trademark Registration No. 3346893
U.S. Trademark Registration No. 4631262
U.S. Trademark Application No. 86186347
U.S. Trademark Application No. 86186396

However, nothing in this Addendum shall be construed as limiting the intellectual property sold, assigned, transferred, and set over from Transferor to Transferee.

TRANSFEROR:

TRANSFEEE:

CPX Holdings, LLC,  
an Illinois limited liability company

Cappex.com, LLC,  
an Illinois limited liability company


By: Capman, LLC, its manager

By: Capman, LLC, its manager

By: USL Management, Inc., its manager

By: USL Management, Inc., its manager

By:   
Leon Heller, its President

By:   
Leon Heller, its President