

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Foreclosure of security interest and subsequent sale of trademarks to a Nominee of the Secured Party.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nationwide Learning, LLC		07/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Student Treasures Acquisition, LLC		
Street Address:	112 SW 7th Street		
Internal Address:	Suite 3C		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66603		
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2853237	STUDENTTREASURES	
Registration Number:	2770894	MOTIVATING STUDENTS TO LEARN THROUGH PUB	
Registration Number:	2760939	STUDENTALES	
Registration Number:	2749538		
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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>			
Phone:	8169838395		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Robert Bowman		
Address Line 1:	4801 Main St.		
Address Line 2:	Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	11932.11		
NAME OF SUBMITTER:	Robert Bowman		
SIGNATURE:	/robert.j.bowman/		

CH \$115.00 2853237

DATE SIGNED:	08/18/2015
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Total Attachments: 7

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SECURED PARTY BILL OF SALE

THIS SECURED PARTY BILL OF SALE is made and given this 24th day of July, 2015, by C₃ CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seller"), to STUDENT TREASURES ACQUISITION, LLC, a Kansas limited liability company as nominee for C₃ CAPITAL PARTNERS II, L.P. ("Buyer").

WITNESSETH:

WHEREAS, Seller has a security interest in property of Nationwide Learning, LLC, a Delaware limited liability company ("Borrower"), described in Exhibit A attached hereto (the "Property"), arising under the terms and conditions of a Securities Purchase Agreement, dated as of August 19, 2010 (as has been subsequently amended, the "Agreement") and related Security Agreement of even date, by and between Borrower and Seller, and any and all amendments, documents, or agreements related thereto (collectively, the "Loan Documents");

WHEREAS, the indebtedness secured by the Property is in default, which default has not been timely cured by Borrower;

WHEREAS, on July 7, 2015 and following, as evidenced by the Affidavits of Service attached hereto as Exhibit B, Seller served a Notice of Disposition of Collateral upon (i) Borrower, (ii) the secured parties disclosed by a search of the UCC filings with the Delaware Secretary of State, (iii) certain other interested parties, (iv) all parties previously contacted by Cherry Tree & Associates, LLC, the Borrower's investment banker, with respect to the Borrower's potential restructuring, (v) counterparties to the Borrower's Contract/Lease Rights sold pursuant to the Public Sale and the Seller is otherwise free to foreclose upon and sell the Property pursuant to Section 9-101 et seq. of the Uniform Commercial Code ("UCC");

WHEREAS, on July 10th through and including July 17th, Seller caused to be published a form of the Notice of Disposition of Collateral in the *Topeka Capital-Journal* as evidenced by the Affidavit of Publication attached hereto as Exhibit C;

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, all Borrower's right, title and interest in and to the Purchased Property (as hereafter defined) pursuant to this Bill of Sale, which Purchased Property shall include solely those contractual or lease rights of the Borrower explicitly listed on Exhibit D (the "Assigned Contracts") hereto;

WHEREAS, Seller does not wish to sell, and Buyer does not wish to purchase, any of the Property identified on Exhibit E attached hereto (the "Excluded Property");

WHEREAS on July 24, 2015, Seller called and conducted a public sale of the Purchased Property by auction under UCC 9-610 (the "Auction").

WHEREAS a pursuant to § 9-610(c) of the UCC, a secured party like the Seller can purchase such collateral at a public disposition;

WHEREAS the Seller provided the highest and best bid for the Purchased Property at the Auction and elected to transfer the Purchased Property to its nominee the Buyer.

NOW, THEREFORE, in consideration of the foregoing premises and the payment of the Purchase Price (as defined below), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to Section 9-617 of the Uniform Commercial Code, Seller hereby grants, conveys, sells, transfers, and assigns unto Buyer, and Buyer hereby accepts and receives, all of Borrower's right, title and interest in and to all Property other than the Excluded Property (the "Purchased Property"), upon and subject to the terms described herein. Nothing in this Bill of Sale shall transfer any right, title or interest in or to any of the Excluded Property to the Buyer.

Consideration and Manner of Payment. The total consideration to be paid by Buyer to Seller for the Purchased Property (the "Purchase Price") shall be Two Million Five Hundred Thousand Dollars and No/100 Dollars (\$2,500,000.00) for Borrower's interest in the Property. The Purchase Price shall be paid by credit bid by Seller as Secured Party.

Closing Date. The sale of the Purchased Property shall close by no later than July 31, 2015. On or before the Closing Date, Seller and Buyer shall execute and deliver the Assignment of Contracts and Leases substantially in the form attached hereto as Exhibit G.

Release of Liens. Upon receipt of the Purchase Price, Seller acknowledges and agrees that any security interest arising under the Loan Documents will be terminated, and Seller's attorney shall cause to be recorded with the appropriate offices appropriate UCC-3 Termination Statements attached hereto as Exhibit F. Notwithstanding anything to the contrary, Buyer is not assuming any liability or obligation of the Borrower to the Seller.

Delivery of Possession.— The Purchased Property is being sold "in place" and it is Buyer's responsibility to take possession of the Purchased Property.

No Representations or Warranties. THE SALE IS FINAL AND ON AN "AS IS" "WHERE IS" "IN A SINGLE LOT" "IN PLACE" AND "WITH ALL FAULTS" BASIS AND EXCEPT AS PROVIDED ABOVE, WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PROSPECTS FOR THE BUSINESS OR OTHERWISE, OR AS TO THE CONDITION OF THE BUSINESS OR THE PURCHASED PROPERTY, OR THAT THE PURCHASED PROPERTY CONTAINS ALL THE ASSETS NECESSARY FOR BUYER TO ENGAGE IN THE BUSINESS, OR THAT THE PURCHASE PRICE IS SUBJECT TO ADJUSTMENT BASED UPON THE CONDITION, SIZE, EXTENT, QUANTITY, QUALITY OR VALUE OF THE PURCHASED PROPERTY, AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING THE QUALITY, QUANTITY, CONTENT OR CONDITION OF THE PURCHASED PROPERTY. EXCEPT AS PROVIDED ABOVE, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR

CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SALE, WHATSOEVER OR HOWSOEVER CAUSED.

Counterparts. This Bill of Sale may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Bill of Sale may be executed using facsimiles of signatures and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Buyer and Seller.

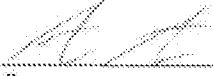
Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to principles of conflicts of laws.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered on the date first above written.

SELLER:

C₃ CAPITAL PARTNERS II, LP
by C₃ PARTNERS II, LLC, General Partner,

By: 
Steven Swartzman
Title: Manager

AGREED AND ACCEPTED:

BUYER:

STUDENTREASURES ACQUISITION, LLC

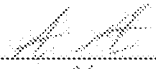
By: 
Name: Steven Swartzman
Title: Manager

EXHIBIT A

Property

All assets and personal property owned by Borrower, including, but not limited to all of Borrower's right, title and interest in and to the following property, wherever located:

(a) All accounts and accounts receivable, including present and future rights to payment (i) for goods, merchandise or inventory sold or leased, (ii) for services rendered or to be rendered, (iii) for policies of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) arising out of the use of a credit or charge card, or information contained on or for use with the card, or any letters of credit on which Borrower is named as a beneficiary, whether or not evidenced by instruments or chattel paper, whether or not earned by performance, whether or not the same are listed on any schedules or reports furnished to Purchaser from time to time, and whether now existing or created at any time hereafter, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or inventory that any of the foregoing may represent, all rights in any returned or repossessed goods, merchandise and inventory, and all right, title, security and guaranties with respect to each of the foregoing, including any right of stoppage in transit, replevin and reclamation, all other rights and remedies of an unpaid vendor or lienor, and any liens held by Borrower as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan or otherwise;

(b) All equipment, machinery, motor vehicles, tools, fittings, furniture and fixtures, including all parts, accessions and accessories relating to any of the foregoing and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such equipment, machinery, motor vehicles, tools, fittings, furniture and fixtures;

(c) All inventory (including general intangibles relating to or arising out of inventory), goods manufactured or acquired for sale or lease, piece goods, raw materials, work in process, finished merchandise goods, incidentals, office supplies, packaging materials, and any and all other materials or items, including machinery and equipment used or consumed in the operation of the business of Borrower and which contribute to the finished goods or to the sale, promotion and shipment thereof, in which Borrower now or at any time hereafter may have an interest, whether or not such inventory is listed in any schedules or reports furnished to Purchaser from time to time, and wherever the same shall be located, whether in transit, on consignment, in retail outlets, warehouses, terminals or otherwise;

(d) All documents, including all warehouse receipts, bills of lading or similar documents of title relating to goods in which Borrower at any time has an interest and any other "documents" as defined in the Kansas UCC (as defined below);

(e) All general intangibles, contract rights, letter of credit rights, claims and causes of action (including those arising in tort), tax refunds, insurance proceeds, rights to receive money or property generally, books, records (in whatever form maintained by or on behalf of Borrower), customer and supplier lists, ledgers, invoices, drawings, copyrights, plans,

specifications, trade names, trademarks, service marks, websites, website addresses, goodwill, licenses, franchises, trade secrets, computer programs, object codes, source codes, manuals, know-how, inventions, designs, patents, patent applications, software, payment intangibles, all other intellectual property of any nature or description, and all other personal property whatsoever;

(f) All investment property, securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts, commodity accounts and all other financial assets;

(g) All instruments, including all promissory notes, guarantees, liens, and all writings that evidence a right to the payment of monetary obligation;

(h) All chattel paper, including all tangible chattel paper, electronic chattel paper and all other writings that evidence both a monetary obligation and a security interest in or a lease of specific goods;

(i) All deposit accounts, including any demand, time, savings, passbook or like account with a financial institution (whether or not maintained with Purchaser) and the balances thereof, and all certificates of deposit;

(j) All fixtures, including all goods that have become so related to particular real property that an interest in them arises under real property law;

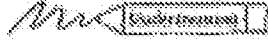
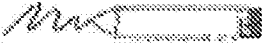
(k) All property (other than that described in subsections (a) through (j) above) in which a security interest may now or hereafter attach or otherwise be created under the Uniform Commercial Code as in effect in the State of Kansas ("Kansas UCC") or other applicable law; and

(l) All additions and accessions to, replacements and substitutions for, products and proceeds of, and rents, offsprings, revenues, and profits from, the property and the use or operation of the property described in subsections (a) through (k) above, whether tangible or intangible, and, to the extent not otherwise included, all payments under any insurance policy (whether or not Purchaser are the loss payees thereof) and under any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

The Property includes, without limitation, the Debtor's right, title, and interest in the following

trademarks:

TRADEMARKS

STUDENT REASONS and Design 	Registered	2,853,237	June 15, 2004
MOTIVATING STUDENTS TO LEARN THROUGH PUBLISHING	Registered	2,770,894	October 7, 2003
STUDENTALES	Registered	2,760,939	September 9, 2003
Design 	Registered	2,749,538	August 12, 2003

SECURED PARTY BILL OF SALE
Exhibit A -- Property Description