

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Services Ltd.		01/01/2014	Corporation: BERMUDA
RECEIVING PARTY DATA			
Name:	Coding Institute, LLC		
Street Address:	P.O. Box 12038		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2260998	ELI RESEARCH	
Registration Number:	2264772		
Registration Number:	1530814	MEDICINE & HEALTH	
Registration Number:	2425144	PART B INSIDER	
Registration Number:	2822679	RAPID CODER	
Registration Number:	3018916	REHAB REPORT	
Registration Number:	4266469	SUPERCODER.COM	
Registration Number:	4270535	SUPERCODER.COM	
Registration Number:	3784827	SUPER CODER	
CORRESPONDENCE DATA			
Fax Number:	8443978265		
<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:	9198294296		
Email:	tmgroup@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	ACAD.21000		

CH \$240.00 2260998

NAME OF SUBMITTER:	Trevor P. Schmidt
SIGNATURE:	/Trevor P. Schmidt/
DATE SIGNED:	05/02/2016
Total Attachments: 10 source=ASL to TCI 1-1-14_Redacted#page1.tif source=ASL to TCI 1-1-14_Redacted#page2.tif source=ASL to TCI 1-1-14_Redacted#page3.tif source=ASL to TCI 1-1-14_Redacted#page4.tif source=ASL to TCI 1-1-14_Redacted#page5.tif source=ASL to TCI 1-1-14_Redacted#page6.tif source=ASL to TCI 1-1-14_Redacted#page7.tif source=ASL to TCI 1-1-14_Redacted#page8.tif source=ASL to TCI 1-1-14_Redacted#page9.tif source=ASL to TCI 1-1-14_Redacted#page10.tif	

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is effective as of January 1, 2014, by and between Alliance Services Ltd., a Bermuda corporation (Seller) and Coding Institute, LLC ("Purchaser").

RECITALS

WHEREAS, on July 4, 2013 the Seller purchased the business of the Purchaser related to the SuperCoder software program.

WHEREAS, on December 30, 2013, the Seller purchased certain of the intellectual property of the Purchaser.

WHEREAS, the Seller wishes to transfer the business of the Seller related to the SuperCoder software program and the transferred intellectual property back to the Seller effective as of January 1, 2014.

WHEREAS, Seller and Purchaser have negotiated the terms of this Agreement at arms-length and in good faith.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

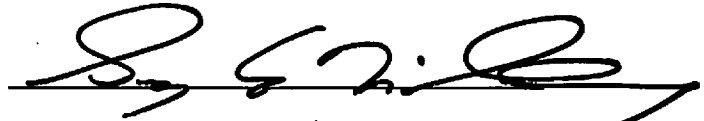
1. Sale and Transfer of Assets and Assumption of Certain Liabilities. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for the Closing Consideration and for Purchaser's assumption of the Assumed Liabilities, Seller agrees, on the date hereof to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in the Assets (as defined below), "as is" and without recourse, and (except as set forth in Section 4 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. The execution of this Agreement shall have the effect of transferring Seller's right title and interest in the Assets. For purposes of this Agreement, "Assets" shall mean all of Seller's right, title and interest related to the SuperCoder software and the intellectual property described on Schedule 1 to this Agreement. Except as expressly set forth in this Section 1 above, no other assets, properties, rights or claims are intended to be transferred to the Purchaser.

2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, [REDACTED] in immediately available funds (the "Closing Consideration"); and (b) assume the liabilities and obligations of the Seller identified as Assumed Liabilities on Schedule 1.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

ALLIANCE SERVICES LTD.

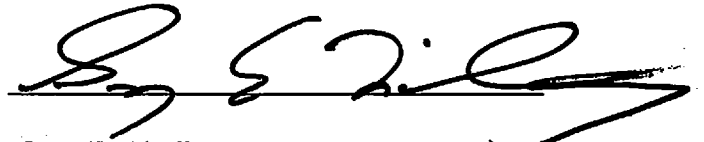
By: 

Name: Greg E. Lindberg

Title: Chairman

PURCHASER:

CODING INSTITUTE, LLC

By: 

Name: Greg E. Lindberg

Title: Chairman

SCHEDULE 1

ASSETS

Customer Lists	[REDACTED]
Trademarks/Newsletters	
	[REDACTED]
	[REDACTED]
	[REDACTED]
2,260,998	Eli Research (stylized)
2,264,772	Eli Research Logo Design Bar Graph
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
1,530,814	Medicine & Health
2,425,144	Part B Insider
	[REDACTED]
2,822,679	RapidCoder
3,018,916	Rehab Report
	[REDACTED]
	[REDACTED]
	[REDACTED]
4,266,469	Supercoder.com & Design
URLs	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

The image shows a large table with a central column that has been completely blacked out. On either side of this central column are two columns of empty rows, each containing 25 rows. The table is otherwise empty of any text or data.

H#: 442123

TRADEMARK
REEL: 005785 FRAME: 0486

The image shows a large rectangular table with a grid of rows and columns. The central portion of the table is completely blacked out, obscuring any data that might have been there. This blacked-out area spans approximately 15 columns. On either side of this central area, there are two columns of empty rows, each containing 25 rows. The entire table structure is defined by thin black lines.

H#: 442123

TRADEMARK
REEL: 005785 FRAME: 0487

The image shows a large rectangular table with a grid of horizontal lines. The table is divided into three vertical sections. The central section is a solid black vertical bar, completely obscuring any text or data that might have been there. The two side sections consist of empty horizontal lines, suggesting a list or a series of entries that have been redacted.

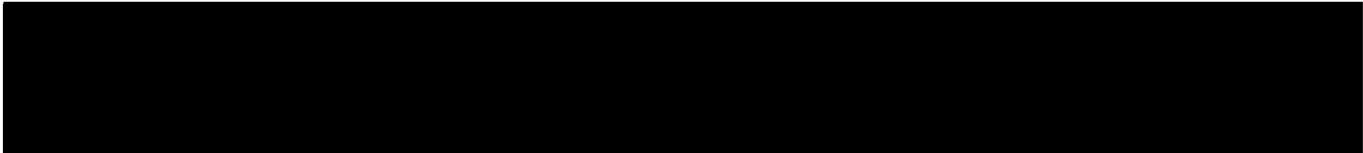
H#: 442123

TRADEMARK
REEL: 005785 FRAME: 0488

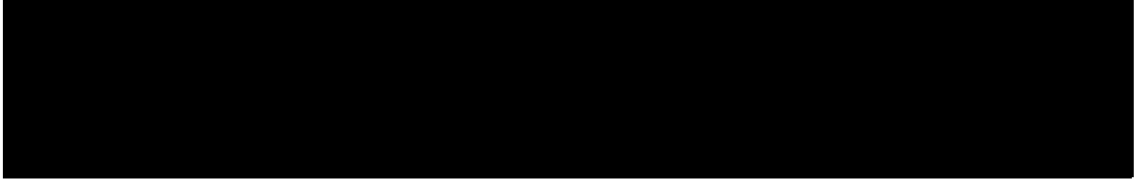
The image shows a large table with a central column that has been completely blacked out. This central column is flanked by two columns of empty rows, each containing 25 rows. The table is otherwise empty of any data or text.

H#: 442123

TRADEMARK
REEL: 005785 FRAME: 0490



Trademarks:
supercoder.com
Super Coder



ASSUMED LIABILITIES



H#: 442123