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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSURANCE ACHIEVEMENT, INC.		06/30/2004	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	DF INSTITUTE, INC.
Street Address:	30 SOUTH WACKER DRIVE
Internal Address:	SUITE 2500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	L1107536 I	INSURANCE ACHIEVEMENT A PROFESSIONAL LEARNING EXPERIENCE IA

CORRESPONDENCE DATA

Fax Number: (212)370-1819

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-661-1400

Email: rkadden@vonmaltitz.com

Correspondent Name: Ronald S. Kadden

Address Line 1: 60 East 42nd Street, Suite 4410

Address Line 2: Suite 4410

Address Line 4: New York, NEW YORK 10165

Signature: /Ronald S. Kadden/	NAME OF SUBMITTER:	Ronald S. Kadden	
//toriald o. Itaddell/	Signature:	/Ronald S. Kadden/	

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Date:	07/01/2006		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Assignment is made and entered into as of the 30th day of June 2004 (the "<u>Trademark Assignment</u>") by and between INSURANCE ACHIEVEMENT, INC., a Louisiana corporation (the "<u>Assignor</u>") and DF INSTITUTE, INC., an Illinois corporation (the "<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor owns all rights to the registered trademark INSURANCE ACHIEVEMENT A PROFESSIONAL LEARNING EXPERIENCE IA, Reg. No. 1,107,536 for "educational services—namely, conducting courses in the field of insurance," and all common law rights associated therewith ("Trademark"), together with all goodwill arising from the use of and symbolized by the Trademark; and

WHEREAS, by an Asset Purchase Agreement, dated June 30, 2004, the Assignor has agreed to assign, and Assignee has agreed to acquire, all of the Assignor's right, title and interest in and to the Trademark, together with all of the goodwill associated therewith, and all rights to claims of past infringement thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Trademark throughout the world, including all applications therefore and all goodwill pertaining thereto, the right to conduct business under the Trademark, including the right to license others under the Trademark, the portion of the business of Assignor to which any intent-to-use applications pertains, and all rights to sue and to collect damages and payments for claims of past of future infringements or misappropriations thereof.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to and to perfect the right of Assignee under this Trademark Assignment in and to the Trademark, worldwide, including all documents necessary to record in the name of the Assignee, the assignment of the Trademark with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist in any proceedings relating to the Assignee's right, title and interest and benefit in the Trademark. If Assignor fails or refuses to do so, Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney-in-fact to execute these documents.

TRADEMARK

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the first date written above.

INSURANCE ACHIEVEMENT, INC.

	By: Name: Title:
STATE OF LOUISIANA)) ss: EAST BATON ROUGE PARISH)	
On this 30 day of June 2004, before me to me personally known, who, being duly Chief Executive Officer of INSURANCE executed the foregoing instrument and that to be the free act and deed of said corporation. Notary Public	E ACHIEVEMENT, INC. and that he duly at said individual acknowledged said instrument
Edwin W. Fleshman Notary Public Bar Roll No. 5612 My Commission is for Life	By: Name: Title:
STATE OF LOUISIANA)) ss: EAST BATON ROUGE PARISH)	
On this 30 day of June 2004, before me to me personally known, who, being duly Vice President of DF INSTITUTE foregoing instrument and that said individuant and deed of said corporation Notary Public #50540 Notary Public #50540 Notary Public #50540 Notary Public #50540	e personally appeared Bryan Austin, sworn, did say that he is the TE, INC. and that he duly executed the dual acknowledged said instrument to be the free

RECORDED: 07/01/2006

TRADEMARK REEL: 003339 FRAME: 0449