

**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>
Evaluators' Institute, LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The George Washington University		
<b>Street Address:</b>	2100 Pennsylvania Avenue, NW, Suite 250		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20052		
<b>Entity Type:</b>	Educational Institution Chartered by the United States Congress: DISTRICT OF COLUMBIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2405212	THE EVALUATORS' INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)783-5851		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-4141		
<b>Email:</b>	wlayton@wbklaw.com		
<b>Correspondent Name:</b>	William R. Layton		
<b>Address Line 1:</b>	2300 N Street, N.W., Suite 700		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>NAME OF SUBMITTER:</b>	William R. Layton		
<b>Signature:</b>	/William R. Layton/		
<b>Date:</b>	02/02/2010		

OP \$40.00 2405212

**900153660**

**TRADEMARK  
 REEL: 004141 FRAME: 0861**

Total Attachments: 6

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between The George Washington University ("University") and Dr. M. F. Smith ("Dr. Smith"), effective as of this 25<sup>th</sup> day of October, 2007.

The purpose of this MOU is to set forth the terms and conditions that apply to: (A) the donation of entire membership interests in The Evaluators' Institute® ("TEI"), a Delaware limited liability company wholly owned by Dr. Smith, and (B) the commitment of Dr. Smith to use her best efforts to cause the Florida corporation, identified below, to donate real estate, or the equivalent value of the real estate, described on Appendix C (attached hereto) provided by Dr. Smith, based on Florida real estate records.

The University is grateful for these contributions and, in recognition and consideration thereof, extends to Dr. Smith a naming opportunity, as explained herein. The parties acknowledge this MOU is legally binding on each of them.

1. Contributions of Ownership Interest in TEI and Mark. Dr. Smith shall contribute to the University all of the membership units or shares that she owns in the Delaware limited liability company known as The Evaluators' Institute, LLC. Dr. Smith warrants that she individually owns 100% of the aforesaid units or shares free and clear of debt, that the units or shares are not subject to or pledged in connection with or as any collateral or security interest for any loan or line of credit, etc., and that she has the unrestricted right to transfer them to the University.

Dr. Smith further warrants that, with the sole exception of the Mark, "The Evaluators' Institute," TEI owns free and clear of all debts, liens, and encumbrances all assets and property (real, tangible, and intangible) used by TEI in its operations as a training institute, including, but not limited to: copyrights to training materials, curricula, and publications, etc. (except for those owned by individual instructors); marks and logos; good will; archives; names of current and prospective students; supplies and inventory; and all other materials used by TEI.

Cash, cash equivalents, bank accounts, stocks and bonds, and accounts receivable as of the date of the contribution ("Contribution Date") shall be distributed from TEI to Dr. Smith prior to the conveyance of the units or shares to the University. If after the Contribution Date, the University receives any payments that relate to a program provided by TEI prior to the Contribution Date, the University shall forward such payments to Dr. Smith. All qualified employee pension benefit plans of TEI shall be terminated and the benefits distributed to the participants in such employee pension benefit plans prior to the conveyance of the units or shares to the University. All liabilities relating to programs of TEI that were presented prior to the Contribution Date shall be paid by TEI. All income from and liabilities relating to programs of TEI to be presented after the Contribution Date, shall remain with TEI and such liabilities shall be paid by the University after the conveyance of the units or shares to the University.

The conveyance of the aforesaid units or shares of TEI shall be made via the form of Deed of Gift attached hereto as Appendix A, written assignment to the University, and endorsement to the University of the unit or share certificates. The conveyance shall not be in contravention of the Operating Agreement of TEI.

Dr. Smith warrants that she individually and exclusively owns the Mark, "The Evaluators' Institute," ("Mark") and that the Mark has been registered with the federal Patent and Trademark Office. She will execute a deed of gift to the University, assign in writing to the University all right, title, and interest in and to the Mark and execute such filings with the Patent and Trademark Office to be prepared and filed by the University as may be necessary and proper to record this change of ownership. All costs associated with the assignment of Mark and the recording of such assignment in the Patent and Trademark Office shall be borne by the University. The Mark shall be transferred to the University via the form of Deed of Gift attached hereto as Appendix B.

The units or shares of TEI, the assets of TEI, and the Mark shall be restricted in use by the University to a newly created "Center for Evaluation Effectiveness" in the School of Public Policy and Public Administration and shall be retained by the University and used in such Center for Evaluation Effectiveness.

All contributions described above shall be made on the same date which shall be no later than ~~November 1, 2008~~ March, or as otherwise agreed by the parties. STET

2. Contribution of Florida Real Estate. Dr. Smith and her former husband are equal owners (each being 50% shareholders) and Directors of a Florida corporation, W & MS, Inc. that has elected Sub-Chapter "S" status for federal tax purposes ("S Corporation"). S Corporation owns, among other parcels, those parcels described on Exhibit C ("Real Estate") to this MOU.


Dr. Smith will use her best efforts to have herself and her former husband, in their capacities as the only directors and shareholders of S Corporation, on or before December 31, 2012, to either cause S Corporation to convey to the University interest to one-half of the property described on Appendix C or sell the Real Estate and contribute to the University the net proceeds of such sale after the payment of all of the costs of sale and state, local, and federal income taxes on the sale of the Real Estate. The specific details of the contribution are the subject of a separate MOU between Dr. Smith and the University

3. Naming Opportunity. In recognition of the contributions to the University by Dr. Smith as set forth in this MOU, the University agrees to name the newly created Center for Evaluation Effectiveness, in the School of Public Policy and Public Administration, for Dr. Smith, to be known as the "Midge Smith Center for Evaluation Effectiveness."

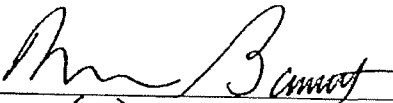
4. Failure of Purpose. The Center for Evaluation Effectiveness will receive periodic review on a four year cycle, following the procedures established for all chartered University research centers. In the event that such a review leads to recommendations for

substantive changes in the Center's mission or operations, Dr. Smith shall be consulted to determine her wishes for an alternative use of the then remaining proceeds from her gifts (the Institute and the Real Estate) by the University's School of Public Policy and Public Administration. If Dr. Smith is deceased at the time the University determines to cease the operation of the Midge Smith Center for Evaluation Effectiveness, the then remaining proceeds from her gifts (the Institute and the Real Estate) shall be used to support a tuition scholarship program named "The Midge Smith Scholarship for Program Effectiveness" for scholarship recipients to pursue Certificates for Professional Evaluators through the courses of The Evaluators' Institute or to study at the undergraduate or graduate level for up to four years at the University and conduct research on the effectiveness of public, nonprofit, and private programs conducted for social well being. The Midge Smith Scholarship for Program Effectiveness shall be administered by the University's School of Public Policy and Public Administration.

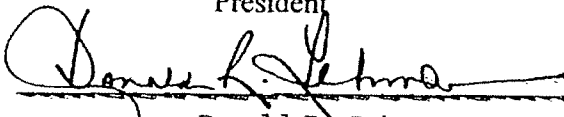
AGREED TO AND ACCEPTED:

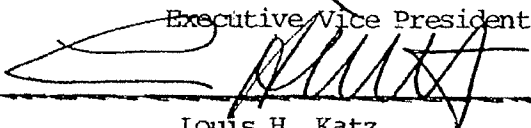
  
Date 10-25-07  
Dr. M. F. Smith

UNIVERSITY REPRESENTATIVES:

  
Date 11/30/07  
Marguerite (P) Margaret Barratt  
Dean, Columbian College of Arts and Sciences

\_\_\_\_\_  
Date \_\_\_\_\_  
Steven Knapp  
President

  
Date 12/21/07  
Donald R. Lehman  
Executive Vice President for Academic Affairs

  
Date 12/21/07  
Louis H. Katz  
Executive Vice President and Treasurer

The George Washington University Policy Statement:  
Solicitation and Acceptance of Non-Cash Gifts

APPENDIX A to  
MEMORANDUM OF UNDERSTANDING

OFFICE OF EXECUTIVE VICE PRESIDENT AND TREASURER  
DEED OF GIFT

I, Dr. M. F. Smith, of:

*The Evaluators' Institute  
Federal Building, Room 236  
Front and Bank Streets  
Lewes, DE 19958*

Hereby give, transfer, and deliver all of my right, title and interest in (description of gift):

*All of the membership units in the Delaware limited liability company known as  
The Evaluators' Institute, LLC*

to The George Washington University, a tax-exempt corporation chartered by an Act of Congress  
and existing under the laws of the District of Columbia.

This gift shall be subject to the terms and conditions regarding such gift as set forth in that certain  
Memorandum of Understanding dated Oct. 25, 2007 by and between The George Washington  
University and Dr. M. F. Smith, and to which this Deed of Gift is attached as Appendix A.

IN WITNESS WHEREOF, I have signed this Deed of Gift on the 29<sup>th</sup> day of

October, 2007.  
*Wendy L. Ware*  
WENDY L. WARE  
Notary Public - State of Delaware  
My Comm. Expires March 8, 2010

*M. F. Smith*  
\_\_\_\_\_  
M. F. Smith

Accepted and received the foregoing described property this 21<sup>st</sup> day of  
December, 2007.

The George Washington University  
By: *[Signature]*  
Executive Vice President & Treasurer

\*\*\*\*\*  
For gifts with a claimed value of more than \$5,000, this Deed of Gift must be executed by the  
donor and the Executive Vice President and Treasurer, who will provide a copy of Appendices A  
and B to the Comptroller for recording the gift of the books of the University. The Deed of Gift is  
not necessary for gifts with a claimed value of \$5,000 or less or for gifts of real property that are  
being conveyed to the University through a deed.

The George Washington University Policy Statement:  
Solicitation and Acceptance of Non-Cash Gifts

APPENDIX B to  
MEMORANDUM OF UNDERSTANDING

OFFICE OF EXECUTIVE VICE PRESIDENT AND TREASURER  
DEED OF GIFT

I, Dr. M. F. Smith, Ph. D., of:

*The Evaluators' Institute  
Federal Building, Room 236  
Front and Bank Streets  
Lewes, DE 19958*

Hereby give, transfer, and deliver all of my right, title and interest in (description of gift):

*the trademark of the Delaware limited liability company known as The Evaluators' Institute*

to The George Washington University, a tax-exempt corporation chartered by an Act of Congress and existing under the laws of the District of Columbia.

This gift shall be subject to the terms and conditions regarding such gift as set forth in that certain Memorandum of Understanding dated October 25, 2007 by and between The George Washington University and Dr. Smith, and to which this Deed of Gift is attached as Appendix B.

IN WITNESS WHEREOF, I have signed this Deed of Gift on the 29<sup>th</sup> day of October, 2007.

*Wendy L. Ware*  
WENDY L. WARE

*M. F. Smith*  
M. F. Smith

Notary Public - State of Delaware  
My Comm. Expires March 8, 2010

Accepted and received the foregoing described property this 21<sup>st</sup> day of December, 2007.

The George Washington University  
By: *[Signature]*  
Executive Vice President & Treasurer

\*\*\*\*\*  
For gifts with a claimed value of more than \$5,000, this Deed of Gift must be executed by the donor and the Executive Vice President and Treasurer, who will provide a copy of Appendices A and B to the Comptroller for recording the gift of the books of the University. The Deed of Gift is not necessary for gifts with a claimed value of \$5,000 or less or for gifts of real property that are being conveyed to the University through a deed.

**MEMORANDUM OF UNDERSTANDING—  
APPENDIX C**

Close to 300 acres (271.25 acres) all in Jackson County, Florida

--18.43 acres:

OR 626 P 9 Begin at NWC, Run E 1118 Ft, S 458.70 Ft, E 346.94 Ft to W/LY RTWY of Mill RD, S 14\* W Along RTWY 208 Ft

--80.00 acres:

OR 144 P 992 OR 127 P 178 N1/2 OF NE1/4. . .OR 357 P 16 OR 590 p 372. . OR 591 P 739 OR 605 P 627

--40.00 acres:

OR 130 P 723 NE1/4 OF NE1/4. OR 357 P 16

--13.00 acres:

OR 144 P 992 OR 127 P 178 THAT PT OF SE1/4 OF SE1/4 LYING S OF RD RUNNING FROM FIVE RUNS BRIDGE ON

--119.82 acres:

OR 40 P 823 OR 43 P 704 OR 219 P 185 NE1/4 OF NW1/4 & W 1/2 OF NE1/4. . . OR 372 P 897 OR 380 P 880