

## 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
Kaplan IT, Inc.		01/01/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	DF Institute, Inc.		
Street Address:	332 Front Street		
Internal Address:	Suite 500		
City:	La Crosse		
State/Country:	WISCONSIN		
Postal Code:	54601		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1818836	TRANSCENDER	
CORRESPONDENCE DATA			
Fax Number:	2124255288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	Michelle Mancino Marsh		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	15258/71		
NAME OF SUBMITTER:	Michelle Mancino Marsh		
Signature:	/MMM/		

OP \$40.00 1818836

Date:

01/04/2013

**Total Attachments: 3**

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of January 1, 2011, by and between KAPLAN IT, INC., a Georgia corporation (the "Seller"), and, DF INSTITUTE, INC., an Illinois corporation (the "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller wishes to provide for the sale and transfer of the Transferred Assets (as defined below) to the Buyer, and the Buyer wishes to purchase and acquire the Transferred Assets from the Seller, on the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. In consideration of paid concurrently herewith by the Buyer to the Seller, the Seller hereby irrevocably and unconditionally sells, conveys, assigns, grants, transfers and delivers to the Buyer, and the Buyer hereby purchases and accepts from the Seller, free and clear of all liens and encumbrances, all of the Seller's right, title and interest in and to the assets set forth on Exhibit A hereto (the "Transferred Assets").

2. Assumption. In consideration of the sale, conveyance, assignment, grant, transfer and delivery of the Transferred Assets by the Seller to the Buyer, the Buyer hereby assumes and agrees to pay, perform and discharge when due all liabilities and obligations accruing and required to be performed on or after the date hereof with respect to the Transferred Assets.

3. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understanding, oral or written, with regard to such transactions.

4. Governing Law. This Agreement shall be construed and governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

6. Amendment, Waiver and Termination. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto.

7. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronically (*i.e.* pdf)), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

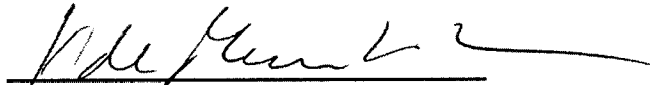
*[Remainder of the page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

SELLER:

KAPLAN IT, INC.

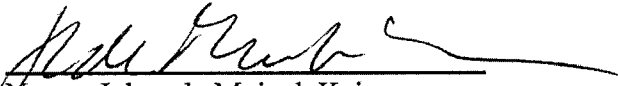
By:

  
Name: Johan de Muinck Keizer  
Title: Vice President

BUYER:

DF INSTITUTE, INC.

By:

  
Name: Johan de Muinck Keizer  
Title: Vice President

**EXHIBIT A -- TRANSFERRED ASSETS**

**Common Law Trademarks**

TRANSCENDER

**Trademark Registrations and Applications**

TRANSCENDER (US Reg. No. 1,818,836)

**Domain Names**

self-test-software.asia	transcendorpress.net
selftestsoftware.asia	transcendorpress.org
selftestsoftware.eu	transenderpress.com
selftestsoftware.net	transenderpress.net
trancender.eu	transenderpress.org
trancenderpress.com	transendorpress.com
trancenderpress.net	transendorpress.net
trancenderpress.org	transendorpress.org
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transcenderpress.org	
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transcenderwebcert.org	
trancendor.eu	
trancendorpress.com	