

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
DF Institute, Inc.		12/01/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Hesser, Inc.		
Street Address:	550 West Van Buren Street		
Internal Address:	c/o Kaplan, Inc.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1818836	TRANSCENDER	
CORRESPONDENCE DATA			
Fax Number:	212425528		
<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/		

Date:

01/08/2013

Total Attachments: 4

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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 December 1, 2012, by and between DF INSTITUTE, INC. an Illinois corporation (the "Seller"), and, HESSER, INC. a New Hampshire corporation (the "Buyer").

WITNESSETH:

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 (such amount to be adjusted post-transfer to reflect November 30, 2012 month-end balance sheet accounts), 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 all the assets of the Kaplan Certification Preparation business, "Transferred Assets"), including without limitation the trademarks and domain names contained on Exhibit A hereto.

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 under the contracts and agreements relating to the Transferred Assets,

3. No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the parties to expand the rights and remedies of any third party against either party hereto as compared to the rights and remedies, which such third party would have had against such party, had the parties hereto not consummated this Agreement.

4. 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.

5. 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.

6. 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.

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

8. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9. 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.

10. Severability. In the event that part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

[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.

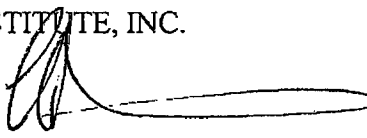
BUYER:

HESSER, INC.

By: *Janice L. Block*
Name: *JANICE L. BLOCK*
Title: *VP + Secretary*

SELLER:

DF INSTITUTE, INC.

By: 
Name: *Chris Neuman*
Title: *Asst. Secretary*

TRADEMARK

REEL: 004937 FRAME: 0973

Exhibit A – Trademarks and Domain Names

Common Law Trademarks

TRANSCENDER

Trademark Registrations and Applications

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

Domain Names

fastcert.com	transcenderflash.com
fastcert.eu	transcenderflash.net
fastcert.net	transcenderflash.org
selftest.biz	transcenderpress.com
selftest.info	transcenderpress.net
itpracticetest.eu	transcenderpress.org
itpracticetests.eu	transcendersucks.com
practicetest.eu	transcendersucks.eu
practicetests.eu	transcendersucks.net
self-test-software.asia	transcendersucks.org
selftestsoftware.asia	transcendersux.com
selftestsoftware.eu	transcendersux.eu
selftestsoftware.net	transcendersux.net
trancender.eu	transcendersux.org
trancendorpress.com	transcenderwebcert.com
trancendorpress.net	transcenderwebcert.net
trancendorpress.org	transcenderwebcert.org
trancendor.eu	trancendor.eu
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transcender.net	transenderpress.com
transcendercert.com	transenderpress.net
transcendercert.eu	transenderpress.org
transcendercert.net	transendorpress.com
transcendercert.org	transendorpress.net
transcenderdemos.com	transendorpress.org
transcenderdemos.eu	