

## 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		
City:	La Crosse		
State/Country:	WISCONSIN		
Postal Code:	54601		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3191087	SELF TEST SOFTWARE	
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, Esq.		
Address Line 1:	Kenyon & Kenyon LLP		
Address Line 2:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	15258/62		
NAME OF SUBMITTER:	Michelle Mancino Marsh/		
Signature:	/MMM/		

Date:

06/28/2013

**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 January 1, 2011, by and between KAPLAN IT, INC, a Georgia corporation (the "Seller"), and, DF INSTITUTE, INC. an Illinois 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, 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, which specifically excludes all advances to affiliates of the Seller as of the date hereof (the "Transferred Assets"), including without limitation the 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, which specifically excludes all advances from affiliates of the Seller as of the date hereof.

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.

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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.

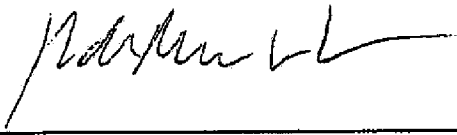
10. Severability. In the event that part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force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

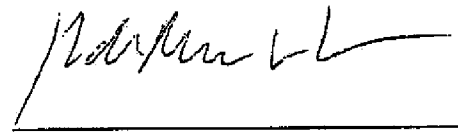
DF INSTITUTE, INC.

By: 

Name: Johan de Muinck Keizer  
Title: Vice President and Secretary

SELLER:

KAPLAN IT, INC

By: 

Name: Johan de Muinck Keizer  
Title: Vice President and Secretary

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Exhibit A – Domain Names

fastcert.com  
fastcert.eu  
fastcert.net  
selftest.biz  
selftest.info  
itpracticetest.eu  
itpracticetests.eu  
practicetest.eu  
practicetests.eu