

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
Bisk Education, Inc.		07/01/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Con Ed I.P. Limited Partnership		
Street Address:	9417 Princess Palm Ave.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	LIMITED PARTNERSHIP: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2945964	CPA READY COMPREHENSIVE CPA EXAM REVIEW	
Registration Number:	2063164	CPE NETWORK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-621-6200		
Email:	leslie-dempsey@bisk.com		
Correspondent Name:	Leslie Dempsey		
Address Line 1:	9417 Princess Palm Ave.		
Address Line 4:	Tampa, FLORIDA 33619		
NAME OF SUBMITTER:	Leslie Dempsey		
Signature:	/Leslie Dempsey/		
Date:	08/09/2013		

OP \$65.00 2945964

Total Attachments: 5

source=SDOC1758#page1.tif

source=SDOC1758#page2.tif

source=SDOC1758#page3.tif

source=SDOC1758#page4.tif

source=SDOC1758#page5.tif

ASSIGNMENT AND CONTRIBUTION AGREEMENT

CON ED I.P. LIMITED PARTNERSHIP

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (this "Agreement") is entered into as of the 1st day of July, 2012, by and between BISK EDUCATION, INC., a Florida corporation (the "Contributing Limited Partner"), and CON ED I.P. LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership"), and shall be effective as of July 1, 2012 (the "Contribution Date").

RECITATIONS

A. Pursuant to Section 5.01 of that certain Agreement of Limited Partnership of the Partnership dated as of June 18, 2012 (the "Partnership Agreement"), the Contributing Limited Partner is desirous of contributing, as an additional contribution to the capital of the Partnership, those certain assets, as more particularly described in Schedule A attached hereto (the "Property").

B. In order to accomplish such contribution, the Contributing Limited Partner shall enter into this Agreement and deliver to the Partnership any and all assignments and other documents or instruments of assignment, transfer or conveyance as the Partnership shall reasonably deem necessary or appropriate to effectuate the contribution of the Property to the Partnership.

C. LMS MANAGEMENT, INC., a Nevada corporation, as the general partner of the Partnership (the "General Partner"), desires, by execution and delivery of this Agreement, to accept such contributions and assignments of the Contributing Limited Partner and to acknowledge that the Contributing Limited Partner has complied with the requirements of Section 5.01 of the Partnership Agreement with respect to its contribution of additional capital to the Partnership.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the Contributing Limited Partner and the Limited Partnership agree as follows:

1. Recitations. The recitations set forth hereinabove are true, correct and incorporated herein by reference.

2. Definitions of Terms. Capitalized terms not otherwise defined herein shall have the same definition as set forth in the Partnership Agreement.

3. Contribution and Acceptance of the Property. Subject to the terms and conditions of this Agreement, and effective as of the Contribution Date, the Contributing Limited Partner hereby assigns, transfers, conveys and delivers to the Partnership, as an additional contribution to its capital, all of the right, title and interest of such Contributing Limited Partner

TRADEMARK

REEL: 005088 FRAME: 0992

in and to the Property, and the Partnership hereby accepts such conveyance of all of the right, title and interest of the Contributing Limited Partner in and to the Property.

4. **Compliance with Limited Partnership Agreement.** The General Partner hereby acknowledges that the Contributing Limited Partner has complied with the requirements of Section 5.01 of the Partnership Agreement, with respect to its contribution of additional capital to the Partnership.

5. **Conveyance Instruments.** The Contributing Limited Partner shall execute and deliver, or cause to be executed and delivered, any and all such other assignments and other documents or instruments of assignment, transfer or conveyance as the Partnership shall reasonably deem necessary or appropriate to effectuate the contribution of the Property as contemplated by Section 3 of this Agreement.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to that state's rules regarding choice of law.

7. **Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed, to confer upon or give any person or entity other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in their being deemed a third party beneficiary of this Agreement.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and, their successors, legal representatives and assigns.

9. **Integration and Amendment.** This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto.

10. **Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

11. **Section Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

12. **Pronouns and Plurals.** Wherever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa.

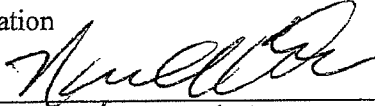
13. **Attorneys' Fees.** If any party or third party beneficiary shall retain or engage an attorney or attorneys to collect or enforce or protect such person's interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of collection, enforcement, or protection, including reasonable attorneys' fees, whether or not suit is brought and through all appeals.

14. **Counterparts.** This Agreement may be executed in multiple counterparts and all such counterparts shall collectively constitute an original Agreement, which may be evidenced by any one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first set forth above.

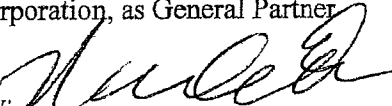
CONTRIBUTING LIMITED PARTNER:

BISK EDUCATION, INC., a Florida corporation

By: 
Print Name: NATHAN M. BISK
Its: _____

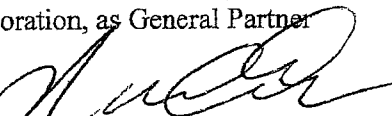
PARTNERSHIP:

CON ED I.P. LIMITED PARTNERSHIP, a Florida limited partnership

By: LMS Management, Inc., a Nevada corporation, as General Partner
By: 
Nathan M. Bisk, President

GENERAL PARTNER:

LMS MANAGEMENT, INC., a Nevada corporation, as General Partner

By: 
Nathan M. Bisk, President

SCHEDULE A
Intellectual Property

[See Attached]

4404125-1

Con Ed IP, LP
Registered IP Transferred to Con Ed IP, LP

Contributing Limited Partner hereby assigns and transfers to the Partnership all rights, title and interest in the following registered trademarks ("Trademarks"), including the goodwill of the business symbolized by the Trademarks, the right to sue third parties for and recover damages from future infringement of the Trademarks and all common-law rights relating to the Trademarks to the extent such rights exist.

<u>Registration</u>	<u>U.S. Serial Number</u>	<u>U.S. Registration Number</u>	<u>Registration Type</u>	<u>Publication Date</u>
CPA Ready Comprehensive CPA Exam Review	78321138	2945964	Trademark, Service Mark	2/8/2005
CPE Network	75111234	2063164	Trademark	2/25/1977