

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guidance Gurus, Inc.		03/30/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EDPlus Holdings, LLC		
Street Address:	5300 Meadows Road		
Internal Address:	Suite 400		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97035		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4606980	PREPTALK	
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(503) 221-1440		
Email:	lisa.gabel@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Ave.		
Address Line 2:	1600 Pioneer Tower		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	33552 PREPTALK		
NAME OF SUBMITTER:	Christopher D. Erickson		
SIGNATURE:	/Christopher D. Erickson/		
DATE SIGNED:	04/08/2015		
Total Attachments: 3			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of March 30, 2015, is entered into between Guidance Gurus, Inc., a California corporation ("**Seller**"), and EDPlus Holdings, LLC, an Oregon limited liability company ("**Buyer**").

BACKGROUND

Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all assets of Seller used in its business of operating the PrepTalk.TV website for webcasting in higher education (the "**Business**"), including the underlying technology platform, license agreements, customer contracts, accounts receivable, and cash, subject to the terms and conditions below.

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Seller hereby assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title, and interest in and to the following assets (collectively, the "**Purchased Assets**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance ("**Encumbrances**"):

- (a) The Business as a going concern.
- (b) The www.preptalk.tv domain and website, including all subdomains, pages, content, and user account information and data (the "**Website**").
- (c) All of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including without limitation all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including without limitation all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) internet domain name registrations; and (v) other intellectual property and related proprietary rights, interests, and protections (including without limitation all rights to sue and recover and retain damages, costs, and attorney fees for past, present, and future infringement and any other rights relating to any of the foregoing) (the "**Intellectual Property**").
- (d) All cash and cash equivalents (the "**Cash**").
- (e) All accounts receivable and related rights (the "**Accounts Receivable**").
- (f) Prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees relating to the Business.
- (g) All goodwill associated with the Business.

Section 7.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 7.06 Counterparts. This Agreement may be executed in two or more counterparts. Signatures delivered electronically are effective as originals.

Section 7.07 Waiver of Jury Trial. Each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any action arising out of or relating to this Agreement or the Contemplated Transactions.

Section 7.08 Attorney's Fees. The prevailing party in any dispute arising out of or relating to this Agreement or the Contemplated Transactions will be entitled to recover all attorney's fees and other expenses reasonably incurred.

Section 7.09 Expenses. Each party will bear its own expenses in negotiating this Agreement and consummating the Contemplated Transactions, although Buyer will reimburse Seller for up to \$5,000 in documented attorney's fees incurred.

GUIDANCE GURUS, INC.

By M Beattie

Name: Michael Beattie

Title: CEO

Address: 744 North Coast Hwy, Laguna Beach, CA 92651

EDPLUS HOLDINGS, LLC

By [Signature]

Name: Craig Frank

Title: EVP

Address:

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is delivered pursuant to Article II of that certain Asset Purchase Agreement (the "Purchase Agreement") dated March 30, 2015 (the "Effective Date"), by and between Guidance Gurus, Inc. ("Seller") and EDPlus Holdings, LLC ("Buyer"). Capitalized terms used but not defined in this Bill of Sale have the meanings given in the Purchase Agreement.

Seller hereby sells transfers, assigns, and conveys to Buyer the Purchased Assets, free and clear of Encumbrances.

Effective as of the Effective Date.

Guidance Gurus, Inc.

By: M Beath
Name: Michael Beath
Title: CEO

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