

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															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>PESI, LLC</td> <td></td> <td>01/31/2011</td> <td>LIMITED LIABILITY COMPANY: WISCONSIN</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	PESI, LLC		01/31/2011	LIMITED LIABILITY COMPANY: WISCONSIN				
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<table border="1"> <tr> <td>Name:</td> <td>CMI Education Institute, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>3839 White Avenue</td> </tr> <tr> <td>City:</td> <td>Eau Claire</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>54703</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: WISCONSIN</td> </tr> </table>				Name:	CMI Education Institute, Inc.	Street Address:	3839 White Avenue	City:	Eau Claire	State/Country:	WISCONSIN	Postal Code:	54703	Entity Type:	CORPORATION: WISCONSIN
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PROPERTY NUMBERS Total: 2															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2751969</td> <td>PESI</td> </tr> <tr> <td>Registration Number:</td> <td>3286133</td> <td>PESI</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2751969	PESI	Registration Number:	3286133	PESI			
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Registration Number:	2751969	PESI													
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CORRESPONDENCE DATA															
<p>Fax Number: 6082832275 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 608-257-3501</p> <p>Email: madipdocket@michaelbest.com, jdpeterson@michaelbest.com, dsternig@michaelbest.com</p> <p>Correspondent Name: Jeffrey D. Peterson c/o Michael Best</p> <p>Address Line 1: One South Pickney Street, Suite 700</p> <p>Address Line 4: Madison, WISCONSIN 53703</p>															
ATTORNEY DOCKET NUMBER:	029278-9003/9004-US00														
NAME OF SUBMITTER:	Jeffrey D. Peterson														

900264248

TRADEMARK
 REEL: 005095 FRAME: 0673

OP \$65.00 2751969

Signature:	/jeffrey d. peterson/
Date:	08/21/2013
Total Attachments: 6 source=13759322_Trademark_Assignment#page1.tif source=13759322_Trademark_Assignment#page2.tif source=13759322_Trademark_Assignment#page3.tif source=13759322_Trademark_Assignment#page4.tif source=13759322_Trademark_Assignment#page5.tif source=13759322_Trademark_Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is made effective as of January 31, 2011, by and between PESI, LLC, a Wisconsin limited liability company ("Assignor") and CMI Education Institute, Inc., a Wisconsin non-stock corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement of same date by and among Assignor, Assignee, Spring Street Group, Inc., a Wisconsin corporation, Michael R. Conner and Bradley D. Poquette (the "Asset Purchase Agreement"), Assignor sold certain assets to Assignee relating to the Business (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined in the Asset Purchase Agreement) used in connection with the Business as set forth in Exhibit A attached hereto; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Assignor desires to sell, transfer and assign to the Assignee all of the Intellectual Property owned or used by Assignor in the Business, including, without limitation, the Assignor's right, title and interest in and to all Intellectual Property owned by or licensed to the Assignor in regard to the Business, or otherwise used in connection with the Business.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1. Assignment. Assignor does hereby sell, transfer and assign to Assignee, its successors and assigns, and Assignee does hereby purchase, accept and acquire Assignor's entire right, title and interest in and to the Intellectual Property, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made, including the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Further Assurances. Assignor will execute and deliver to Assignee any written instruments, cooperate with Assignee in every commercially reasonable way to fully vest in Assignee all right, title and interest in and to the Intellectual Property, to evidence the assignment of the Intellectual Property to Assignee.

3. Conflicts. Notwithstanding any other provisions of this IP Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants,

agreements, conditions, indemnities, rights and remedies contained in the Asset Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Asset Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Reliance. Any individual, partnership, corporation or other entity may rely without further inquiry upon the powers and rights granted herein to Assignee.

5. Assignment. This IP Assignment is executed by, and shall be binding upon, Assignor and its successors and assigns, for the uses and purposes set forth above, and shall inure to the benefit of Assignee, its successors and assigns.

6. Entire Agreement; Modification. This IP Assignment and the other documents mentioned herein set forth the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written and oral understandings and agreements with respect thereto. No modification or waiver of any provision of this IP Assignment shall be effective unless set forth in writing and signed by the parties hereto.

7. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of such state's conflict of laws principles, and without reference to any rules of construction regarding the party responsible for the drafting hereof.

8. Captions; Recitals. Captions in this IP Assignment are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this IP Assignment. The Recitals to this IP Assignment are an integral part hereof and are incorporated herein by reference.

9. Counterparts. This Assignment may be executed in counterparts, including by signature pages provided by facsimile or in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

ASSIGNOR

PESI, LLC

By: M. D. Helland
Name: Mark D. Helland
Title: Member

ASSIGNEE

CMI EDUCATION INSTITUTE, INC.

By: [Signature]
Name: JERRY WHITE
Title: DIRECTOR

[Signature Page to Intellectual Property Assignment]

EXHIBIT A

029278-0001\8071027.2

A-1

TRADEMARK
REEL: 005095 FRAME: 0678

PESI-managed domains:



dbtassociation.com

meds-pdn.com

pesi.com

pesiconnect.com

pesiseminars.com

premiereds.com

premiereducationsolutions.com

traumaprofessional.net

PESI-managed trademarks:

Dialectical Behavior Therapy Association

International Association of Trauma Professionals (not sure if we would consider this a PESI trademark or not)

MEDS-PDN

PESI

Premier Education Solutions

