

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
Dana Mediation Institute, Inc.		12/18/2013	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Eckerd College, Inc.		
Street Address:	4200 54th Avenue South		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33711		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3347091	MTI MEDIATION TRAINING INSTITUTE INTERNA	
Registration Number:	3347090	MEDIATION TRAINING INSTITUTE INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	9134981950		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	913-498-1911		
Email:	charlie@hylandkc.com		
Correspondent Name:	Charles J. Hyland		
Address Line 1:	7300 W. 110th Street		
Address Line 2:	Suite 930		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	charles j. hyland		
Signature:	/charles j hyland/		
Date:	12/18/2013		

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ASSET PURCHASE AGREEMENT

by and between

Eckerd College, Inc.
a Florida corporation

and

Dana Mediation Institute, Inc.
a Kansas corporation d/b/a Mediation Training Institute International

and

Dan Dana
Individual and sole owner of Dana Mediation Institute, Inc.

December 18, 2013

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of the 18 day of December, 2013 (the "Effective Date"), by and between **ECKERD COLLEGE, INC.**, a Florida corporation ("Buyer"), **DANA MEDIATION INSTITUTE, INC.**, a Kansas corporation d/b/a Mediation Training Institute International ("MTI" or "Seller") and **DAN DANA** ("Dana"). Buyer and Seller are sometimes referred to collectively herein as the "Parties" and each a "Party." Certain other capitalized terms used herein are defined in Section 10.1.

BACKGROUND

Seller is currently the owner of certain personal and intellectual property related to mediation and conflict management training provided by Seller and more specifically described in Section 1.1 ("Acquired Assets"). Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Acquired Assets upon the terms and subject to the conditions hereinafter set forth.

TERMS OF AGREEMENT

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

SECTION 1.

ACQUISITION OF THE ASSETS BY THE BUYER

1.1 Acquired Assets. At the Closing, Seller shall sell, assign, convey, transfer and deliver to Buyer, free and clear of any and all Security Interests, and Buyer shall purchase and acquire from Seller the Acquired Assets which include all assets used in the operation of Seller and specifically includes the following assets, rights and interests and those set forth in Schedule 1.1 as the same shall exist as of the Closing Date:

(a) Intangibles. All of Seller's right, title and interest in and to the intangible property relating to the courses, training and materials provided by MTI and on its website www.mediationworks.com ("MTI Training") (collectively referred to as the "Intangibles").

(b) Intellectual Property Rights. All (i) intellectual property rights which are owned by Seller, or in which Seller has any right or interest whatsoever, and which are used in connection with or in any way related to the MTI Training, including, without limitation, all rights of Seller to the word mark "Mediation Training Institute International" (U.S. Patent and Trademark Registration no. 3347091) and Mediation Training Institute International design (U.S. Patent and Trademark Registration no. 3347090) and any other trade names used by Seller, (ii) any and all trademarks of Seller, (iii) technology owned by Seller, or in which Seller has any right or interest whatsoever, including, without limitation, proprietary and confidential information, publishing rights, course books and training, methods, know-how, documentation, processes, software, and (iv) all other tangible and intangible technology assets owned by Seller including, without limitation, websites, domain names, copyrights, patents, patent applications, licenses, developments, research data, technology, test procedures, processes, formulas, confidential information and all other intellectual and intangible property rights, inventions

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(whether or not patentable), business methods and trade secrets owned by Seller or in which Seller has any right or interest whatsoever (and applications for, and extensions and reissues of, any of the foregoing and rights therein) relating to the MTI Training (collectively, the “Intellectual Property”).

(c) Inventory. All Seller’s inventory as set forth on Schedule 1.1(c) which shall be updated two days prior to and as of the Closing Date.

1.2 Assumption of Liabilities.

(a) Buyer shall assume only the liability to provide the applicable training and course materials for any prepaid or presold MTI training programs (“Prepaid Training”) and those arising out of the contracts (“MTI Contracts”) set forth on Schedule 1.2. Buyer shall not assume any other liabilities or obligations of Seller.

(b) At least ten (10) business days prior to closing, Seller shall provide Buyer with a list of all Prepaid Training specifying: (1) the course name; (2) when the course is scheduled to be taught; (3) the cancellation and refund policy; (4) advertised full cost of the course along with any discounts offered; (5) the name of each participant and how much each participant has paid; or (6) in the case of prepayment of course materials, (a) the number and name of the materials to be provided, (b) the date upon which the materials are to be provided, (c) the amount paid, (d) the amount remaining due, and (e) the cancellation policy and refund policy.

(c) Seller shall update Schedule 1.2 as of the Closing Date.

(d) The amount of any undisclosed Prepaid Training or obligations assumed by Buyer shall be set-off in accordance with Section 9.3 against amounts due and owing Sellers under the Mediation Training Institute Development and Compensation Agreement.

1.3 Retention of Liabilities. Seller shall retain, and Buyer shall not assume, or be responsible or liable with respect to any liabilities and obligations of the Seller, except the Prepaid Training and MTI Contracts, whether or not relating to MTI, whether fixed, contingent or otherwise, and whether known or unknown (collectively, the “Retained Liabilities”), including, without limitation, the following:

(a) Pre-Closing. All liabilities and obligations relating to, based on, or attributable to events or conditions occurring or existing in connection with, or arising out of, MTI prior to the Closing Date, or the ownership, possession, use or sale of the Acquired Assets prior to the Closing, other than the Prepaid Training.

(b) Liability for Prepaid Training. Seller shall be responsible for the reasonable expenses Buyer incurs which are related to the Prepaid Training. Buyer will submit an invoice for such expenses within 30 days of incurring the expense and, unless paid by Seller prior thereto, deduct such amount from the next payment due to Seller under the Mediation Training Institute Development and Compensation Agreement.

(c) Obligations to Unrelated and Related Parties. Any Liability existing as of the Closing Date to any unrelated third party creditor of Seller, including without limitation, any bank or other similar lending institution, and including without limitation, any and all interest

bearing debt of Seller, and any Liability existing as of the Closing Date to any party related to Seller, other than the Prepaid Training.

(d) Liabilities Relating to the Sale of Acquired Assets. Any Liability of Seller, its directors, officers, shareholders or agents, arising out of, or relating to, this Agreement or the transactions contemplated hereby, whether incurred prior to, at, or subsequent to the Closing Date, including, without limitation, all finder's or broker's fees and expenses, and any and all fees and expenses of attorneys, accountants or other professionals retained by or on behalf of Seller.

(e) Employees – Related Liabilities. Any Liability existing as of the Closing Date for any payments due any of the directors, officers, independent contractors or employees of Seller or any of its predecessors in interest at any time or to any such person's spouse, children or other dependents or beneficiaries with respect to incidents, events or circumstances occurring at any time during the period of such person's employment by Seller or its predecessors-in-interest whenever such claims mature or are asserted, including, without limitation, any Liability for any employee benefit plans and any payments for wages or compensation, and payments relating to, any employment, wage and hour restriction, equal opportunity, discrimination, or immigration and naturalization laws, under any collective bargaining law or arrangements, or any worker's compensation or any employee health, accident, disability or safety claim.

(f) Litigation. Any Liability relating to any litigation, action, suit, claim, investigation, or other legal proceeding pending before the Closing Date, or instituted hereafter, including but not limited to Dana Mediation Institute, Inc. v. Peer Review Mediation & Arbitration, Inc., case no. 13CV03160 in the Johnson County, Kansas District Court and Peer Review Mediation & Arbitration, Inc. v. Dana Mediation Institute, Inc., case no. 2012-CA-09916 in the Seventeenth Circuit Court in and for Broward County, Florida, based on or attributable to events or conditions occurring or existing in connection with, or arising out of, MTI as operated by Seller, Dana or any predecessors-in-interest, or the ownership, possession, use or sale of any of the Acquired Assets prior to the Closing Date.

(g) Taxes. Any Liability of Seller for any taxes due, or becoming due by reason of the conduct of MTI or the ownership or use of the Acquired Assets prior to the Closing Date including, without limitation, any and all (i) taxes attributable to employee withholding tax obligations prior to the Closing Date; (ii) any and all liabilities for sales taxes due; and (iii) taxes attributable to, or resulting from, or otherwise arising from the transactions contemplated by this Agreement, including sales and other transfer taxes resulting from transfer of the Acquired Assets.

(h) Post-Closing. Any Liability incurred by Seller or its directors, officers, shareholders, agents or employees after the Closing.

(i) Security Interest. Any Liability arising under or out of any Security Interest.

1.4 Retained Assets. Any and all assets of Seller listed on Schedule 1.4 shall be retained by the Seller; provided however that Seller shall not maintain any interest in any assets used in the current operation of Seller except for those specifically listed on Schedule 1.4. Any expenses incurred by Buyer related to the Prepaid Training will be reported to Seller and then deducted from the next payment owed to Seller under the Mediation Training Institute Development and Compensation Agreement.

SECTION 2. **PURCHASE PRICE AND CLOSING**

2.1 Purchase Price. In full consideration for the transfer of the Acquired Assets, Buyer agrees to pay to Seller the sum of FIVE THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS AND THIRTEEN CENTS (\$5,359.13) at closing and thereafter shall continue to pay Seller and Dana royalties based upon revenue produced in connection with the Acquired Assets in accordance with the terms of the Mediation Training Institute Development and Compensation Agreement attached hereto as Exhibit A, as such may be amended from time to time by the Parties.

2.2 REIMBURSEMENT FOR COSTS ADVANCED AND ADJUSTMENTS TO INVENTORY.

(a) Costs Advanced. In connection with this transaction, Buyer has expended \$1,100.00 in preserving Seller's intellectual property rights. Ten business days in advance of Closing, Buyer will provide an accounting of same to Seller. Buyer shall be reimbursed for such expenses at Closing by Seller. This payment shall be set-off against the Purchase Price resulting in no money being paid to either party.

(b) Adjustments to Inventory. Two business days prior to the Closing Date, Seller shall deliver an updated Schedule 1.1(c) showing the inventory to be conveyed to Buyer. The Purchase Price shall be adjusted downward to account for any inventory sold prior to the Closing Date but after the date of Schedule 1.1(c) and for which payment has been received by Seller. The adjustment shall be based upon the "Cost per Item" value shown on Schedule 1.1(c), not the cost to the end customer.

2.3 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on December 31, 2013 (the "Closing Date"). All closing documents shall be executed prior to the Closing Date and provided to Cooper, Ridge & Safi, P.A. to be held in escrow until January 1, 2014, and confirmation that all the requirements of Section 2 hereof have been met.

2.4 Deliveries by the Seller at the Closing. At the Closing, Seller shall:

(a) deliver to Buyer the various certificates, instruments, and documents referred to in Section 6.1(f) below;

(b) deliver proof to Buyer that Seller has assigned the intellectual property rights subject of U.S. Patent and Trademark Registration Nos. 3347091 and 3347090 to Seller via electronic assignment at <http://etas.uspto.gov> and deliver all other Intellectual Property to Buyer;

(c) deliver proof to Buyer that Seller filed both the Section 8 and Section 15 declarations with the U.S. Patent and Trade Office for both U.S. Patent and Trademark Registration Nos. 3347091 and 3347090 prior to December 4, 2013;

(d) deliver to Buyer any other instruments of sale, transfer, conveyance, and assignment as Buyer and its counsel reasonably may request to place the Acquired Assets, including any licenses or permits, in the control and possession of Buyer, including specifically a general assignment in the form attached as Exhibit B;

(e) deliver executed releases of any security interests, UCC-3 termination statements and any other necessary release documents) with respect to the Acquired Assets;

(f) deliver all records relating in any way to the Acquired Assets, including without limitation the records relating to the intangibles and intellectual property rights and authorizations and license reference in Section 1.1(a)-(b) above. Such records will include but not be limited to the originals or best copies of the documents and associated correspondence in the following categories related to MTI: advertising and promotional materials; trademark, word mark and service mark registrations; computer programs; invention disclosures; and all previous and ongoing legal matters, including any legal claims of third parties;

(g) deliver updated Schedule 1.1(c);

(h) deliver updated Schedule 1.2;

(i) execute and deliver the Mediation Training Institute Development and Compensation Agreement in the form attached as Exhibit A; and

(j) deliver to Buyer any amounts due and owing under Section 2.2.

2.5 Deliveries by the Buyer at the Closing. At the Closing, Buyer shall:

(a) provide Seller with the Purchase Price in Section 2.1; and

(b) execute and deliver the Mediation Training Institute Development and Compensation Agreement in the form attached as Exhibit A.

2.5 Title to Property; Risk of Loss. Title to the Acquired Assets, and risk of loss and damage to them in any matter (whether or not covered by insurance) will pass to Buyer on the Closing Date, but will remain with the Seller until the Closing Date.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 3).

3.1 Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Kansas. Seller is duly authorized to conduct business and is in good standing under the laws of every jurisdiction where such qualification is required. Set forth on Schedule 3.1 is a copy of the Articles of Incorporation of Seller and a list of all ownership interests therein.

3.2 Authorization of Transaction. Seller has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions.

3.3 Validity. Assuming the due execution and delivery by Buyer, this Agreement and all related agreements to which Seller is a party constitutes a legal, valid and binding agreement of Seller, as applicable, enforceable against Seller in accordance with its terms. The execution and delivery of this Agreement and the related documents and the consummation of the transactions contemplated hereby will not result in the creation of any security interest. No approval, authorization, consent or other order or action of or filing with any court, administrative agency, or other governmental authority is required for the execution and delivery by Seller of this Agreement and the related documents or the consummation by Seller of the transactions contemplated hereby.

3.4 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a), to the best of Seller's knowledge, violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, (b) violate any provision of Seller's corporate governance documents or (c) violate any agreement to which Seller is a party.

3.5 Brokers' Fees. Seller has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

3.6 No Undisclosed Liabilities. Except as set forth on Schedule 3.6, there are no liabilities of Seller arising out of or relating to the Acquired Assets and no existing condition which could reasonably be expected to result in such liability.

3.7 Title to Assets. Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest. None of the assets will be transferred subject to (a) any title defect or objection; (b) any contract of lease, license or sale, except as shown on Schedule 1.2; (c) any security interest, mortgage, pledge or encumbrance of any kind or character, direct or indirect, whether accrued, absolute, contingent or otherwise or (d) any claim, covenant or restriction.

3.8 Sufficiency of Assets. To Seller's knowledge, the Acquired Assets constitute all of the tangible and intangible assets used, useful in or necessary to perform the MTI Training.

3.9 Intellectual Property.

(a) Schedule 3.9(a) sets forth a complete and accurate list of all registered trademarks, copyrights, patents, trade names and service marks, and any applications therefore,

other than licenses for computer software obtained in the ordinary course of business ("Seller Intellectual Property Rights"), and specifies, where applicable, the jurisdictions in which each Seller Intellectual Property Right has been issued or registered or in which an application for such issuance and registration has been filed, including the respective registration or application numbers and the names of all registered owners. Seller owns or possesses adequate licenses or other valid rights to use all Seller Intellectual Property Rights. Except as noted in Schedule 3.9(a), all maintenance and other like fees have been paid by Seller in connection with the Seller Intellectual Property Rights.

(b) Schedule 3.9(b) sets forth a complete and accurate list of all license or royalty agreements to which Seller is a party and pursuant to which Seller licenses any intellectual property of any other party.

(c) Schedule 3.9(c) lists all current licenses for computer software obtained by Seller.

(d) Seller owns free and clear of any encumbrances, all intellectual property, including know-how, patents, trademarks, copyrights, trade secrets and trade names, used in the operation of Seller's business.

(e) To the best of Seller's knowledge, Seller has not violated nor is Seller now violating, nor is Seller aware of any claim that Seller has violated the intellectual property rights of any third party, nor is Seller aware of any threatened disputes or disagreements regarding Seller's intellectual property or any facts that may give rise to a claim that Seller is violating any intellectual property rights of any other party.

3.10 Software and Information Systems. Seller has all necessary right, title and interest to the use of all electronic data processing systems, information systems, computer software programs, internet web-sites, program specifications, procedures, input data, routines, data bases and report layouts and formats, record file layouts and diagrams, narrative descriptions, flow charts and other related material relevant to the operation of MTI (collectively the "Software"). Schedule 3.10 sets forth an accurate and complete list of all Software used in the MTI Training and identifies whether it is owned or licensed by the Seller.

3.11 Licenses and Permits. Schedule 3.11 contains an accurate and complete list of each license, permit, certificate, approval, exemption, franchise, registration, variance, accreditation or authorization issued to Seller (collectively, the "Licenses and Permits"). All approvals remain in full force and effect, and there are no notices relating to the withdrawal of any such approval. The Licenses and Permits are valid and in full force and effect, and there are not pending or threatened, any proceedings which could result in the termination, revocation, limitation or impairment of any of the Licenses and Permits. Seller has all licenses, permits, certificates, approvals, registrations and other authorizations as are necessary or appropriate in order to enable it to own and conduct the MTI Training.

3.12 Taxes.

(a) Filings. Seller has filed all returns, declarations and reports and all information returns and statements (collectively, "Returns") required to be filed with respect to all Taxes for any returns due on or before the Closing Date. All Taxes shown as due on all such

Returns have been paid in full. Each Tax Return of Seller is true and correct and Seller neither has nor will have any additional liability for Taxes with respect to a Return filed or which was required by law to be filed. All required Returns, estimated, deposits, prepayments and similar reports or payments for current periods have been properly and timely made. Seller is not delinquent in the filing of any Return or the payment of any Taxes shown on such Returns and has not requested any extension of time within which to file any Return.

(b) Foreign Person. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

(c) Disputes. There are no Tax liens on any of the Acquired Assets to be purchased and no basis exists for the imposition of any such liens. No adjustment of or deficiency for any Tax or claim for additional Taxes has been proposed, threatened, asserted or assessed against the Seller. There are no disputes or audit examinations being conducted or threatened, with respect to any Taxes or Returns; and there is no deficiency or refund litigation or controversy in progress or threatened, with respect to any Taxes or Returns; and Seller does not have any extension or waiver of any statute of limitations relating to the assessment or collection of taxes.

3.13 Legal Proceedings. Except as set forth on Schedule 3.13, Seller is not engaged in or a party to or threatened with any action, suit, proceeding, complaint, charge, hearing, investigation or arbitration or other method of settling disputes or disagreements; and Seller does not know, anticipate or have notice of any reasonable basis for any such action. Seller has not received notice of any investigation threatened or contemplated by any federal, state or local governmental or regulatory authority, including those involving the working conditions of employees, the employment practices or policies of MTI, or compliance with environmental regulations. Except as disclosed on Schedule 3.13, none of Seller's assets are subject to any judgment, order, writ, injunction, stipulation or decree of any court or any governmental agency or any arbitrator.

3.14 Confidential Information. Seller and Dana acknowledge and agree that all Confidential Information will be the property of Buyer as of the Closing Date. Seller and Dana agree that they will not, at any time, disclose to any unauthorized persons or use for their own account or for the benefit of any third party, any Confidential Information without Buyer's written consent, unless and to the extent that the Confidential Information is or becomes generally known to and available for use by the public other than as a result of Seller or Dana's fault or the fault of any other person bound by a duty of confidentiality to Seller or Dana.

3.15 Non-competition.

(a) Seller and Dana. As an inducement for Buyer to enter into this Agreement and the Mediation Training Institute Development and Compensation Agreement, Seller and Dana agree that during the term of the Mediation Training Institute Development and Compensation Agreement:

(i) They will not, directly or indirectly through related entities, including, but not limited to HRD200 Consulting Group, LLC and Dana Advisory Services, engage in or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing, or control of, be employed by,

associated with, or in any manner connected with, Seller's name or any similar name to, lend Seller's credit to, or render services or advise to, any business whose products or activities compete in whole or in part with the Acquired Assets, anywhere. Seller and Dana agree that this covenant is reasonable with respect to its duration, geographical area and scope and that the Compensation to be paid per this Agreement constitute adequate consideration for this provision.

(ii) They will not induce or attempt to induce any customer, supplier licensee or business relation of Buyer to cease doing business with Buyer related to the Acquired Assets, or in any way interfere with the relationship between any customer, supplier, license or business relation of Buyer.

(iii) They will not, directly or indirectly, either for themselves or any other person, solicit the business of any person known to Seller or Dana to be a customer of Buyer with respect to the products and services which compete in whole or in part with the Acquired Assets.

(b) In the event of a breach by Seller or Dana of any covenant set forth in Subsection 3.15 of this Agreement, the term of such covenant will be extended by the period of the duration of such breach

(c) If Seller or Dana breaches the covenants set forth in this section, the injured non-breaching party will be entitled to damages and any other rights it may have, including but not limited to, the right to obtain injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Section 3.15, it being agreed that money damages alone would be inadequate to compensate the non-breaching party, and would be an inadequate remedy for such breach.

3.16 No Default. Seller represents and warrants that it has not defaulted under any of the contracts and agreements set forth on Schedule 1.2.

3.17 Accuracy and Completeness of Representations and Warranties. No representation or warranty made by Seller in this Agreement or the Purchase Documents, and no statement contained in any certificate or schedule delivered by or on behalf of Seller, contains or will contain any untrue statement of a material fact, or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances in which they were made, not misleading. There is no event or circumstance that Seller has not disclosed to Buyer in writing which adversely affects or could reasonably be expected to adversely affect, the results of operations, business, prospects or condition (financial or otherwise) of MTI or the ability of Seller to perform its obligations under this Agreement.

SECTION 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

Buyer represents and warrants to Seller that the statements contained in this Section 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 4).

4.1 Organization of the Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

4.2 Authorization of Transaction. Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Buyer is subject, (b) violate any provision of the Buyer's corporate governance documents, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which Buyer is or will be bound or to which any of Buyer's assets are or will be subject. Buyer does not need to give any notice to, make any filing with or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 1 above).

4.4 Brokers' Fees. Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

SECTION 5. PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

5.1 General. Each of the Parties will use its reasonable best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Section 6 below).

5.2 Maintenance of Assets. Seller shall not dispose of, sell, encumber, assign or transfer any of the Acquired Assets.

SECTION 6. CONDITIONS TO OBLIGATION TO CLOSE

6.1 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Section 3 above shall be accurate in all material respects at and as of the Closing Date;

(b) Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(c) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (iii) affect adversely the right of Buyer to own the Acquired Assets (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(d) there must not have occurred any material adverse change in the Acquired Assets;

(e) Buyer must have completed its due diligence investigation of Seller and must be satisfied with the results of such investigation in its sole and absolute discretion;

(f) Seller shall have delivered to Buyer: (i) a certificate to the effect that each of the conditions specified above in Section 6.1(a)-(d) is satisfied in all respects; (ii) certificates of incumbency for the applicable officers of Seller who shall be executing documents at Closing; and (iii) a good standing certificate with respect to Seller issued within thirty (30) days of the Closing Date by the Secretary of State of the State of Kansas; and

(g) Seller shall have delivered all of the items described in Section 2.4.

6.2 Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Section 4 above shall be true and correct in all material respects at and as of the Closing Date;

(b) no action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(c) Buyer shall have delivered all of the items listed in Section 2.5 and

(d) Seller may waive any condition specified in this Section 6.2.

SECTION 7.
POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period following the Closing.

7.1 Further Action. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request. Seller shall cooperate in an orderly transfer of the Acquired Assets to Buyer. Seller shall use its best efforts to obtain all consents, approvals, certificates and other documents required in connection with the performance by any such parties of this Agreement and agreements executed in connection with this Agreement.

7.2 Assumed Liabilities. Seller agrees that Buyer will not, by virtue of the transactions contemplated by this Agreement, assume any liabilities, except the Prepaid Training and MTI Contracts listed on Schedule 1.2, and accordingly, for which Seller agrees to take all actions which Buyer may reasonably request so as to fully protect Buyer from and against any transferee liability arising out of the transactions contemplated by this Agreement.

7.3 Further Assurances. At the request of Buyer, Seller shall deliver any further instruments of transfer and take all reasonable action as may be reasonably necessary or appropriate to transfer to the Buyer all of the Seller's rights to Licenses and Permits used in the operation of MTI or to permit Buyer to acquire any non-transferable Licenses and Permits required for the operation of MTI.

SECTION 8.
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated as provided below:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing; and

(b) Either Buyer or Seller may terminate this Agreement by giving written notice to the other Party at any time prior to the Closing if the other Party has breached any material representation, warranty, or covenant contained in this Agreement and has failed to cure the breach within ten (10) days written notice of the breach.

8.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 8.1 above, all rights and obligations of the Parties hereunder shall terminate without any Liability of any Party to any other Party, except for any Liability arising out of any breach of this Agreement. Liability of any breaching Party expressly survives termination of this Agreement.

SECTION 9.
INDEMNIFICATION, SET-OFF AND PAYMENT OF TAX LIEN

9.1 Indemnity from Seller and Dana to Buyer. Seller and Dana jointly and severally agree to retain responsibility for, indemnify, defend and hold Buyer and its affiliates and respective successors and assigns harmless from Losses with respect to: (i) any breach by Seller or Dana of this Agreement or any other document or instrument delivered by Seller or Dana pursuant to this Agreement or any other agreement contemplated hereby; (ii) any breach of any of the representations or warranties of Seller or Dana contained in this Agreement, in any Schedule attached hereto or in any other document or instrument delivered by Seller or Dana pursuant to this Agreement or any other agreement contemplated hereby; (iii) any failure by Seller to discharge and pay any of the Retained Liabilities; and (iv) any third party claims, liens or liabilities related to the Acquired Assets, including, but not limited to claims made by Peer Review Mediation & Arbitration, Inc. the IRS, or undisclosed prepaid obligations. "Losses" refers to all actual liabilities, expenses, costs, damages, penalties assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs.

9.2 Indemnity from Buyer to Seller. Buyer agrees to indemnify, defend and hold Seller and Dan Dana harmless from Losses with respect to any breach of any of the representations or warranties of Buyer contained in this Agreement, in any Schedule, document or instrument delivered by Buyer pursuant to this Agreement. "Losses" refers to all actual liabilities, expenses, costs, damages, penalties assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs.

9.3 Set-off. Any and all Compensation paid to Seller and Dana under that certain Mediation Training Institute Development and Compensation Agreement, shall be subject to set-off by any liability incurred by Buyer under this Agreement or any actions taken by Seller or Dana in violation of this Agreement, the Mediation Training Institute Development and Compensation Agreement, or any law, regulation, code or statutes, whether local, federal, or state, any liens or liabilities assessed by Peer Review Mediation & Arbitration, Inc. or the IRS, or any undisclosed prepaid obligations, and for which Seller and Dana do not indemnify Buyer under Section 9.1 of this Agreement whether such failure is due to their financial inability to do so or otherwise. This provision shall not apply when liability is incurred due to Buyer negligence.

9.4 IRS Tax Lien. In the event that the IRS places a lien against any of Buyer's assets due to federal income tax liability incurred due to actions taken by MTI or its agents prior to the Closing ("IRS Lien"), Sellers shall be in default under this Agreement and the Mediation Training Institute Development and Compensation Agreement. Sellers shall have sixty (60) days to cure the default by paying the IRS Lien in full and having the lien discharged; provided, however, that such time period may be extended by written consent of Buyer. If Sellers fail to timely cure said default, Buyer shall have the option to pay the IRS Lien and, in its sole and absolute discretion, terminate the Mediation Training Institute Development and Compensation Agreement and retain all right, title and interest in the Acquired Assets and Related Materials without further payment of compensation to Sellers.

9.5 Survival. All representations, warranties and covenants contained in this Agreement, the Purchase Documents, or any certificate delivered in connection with this Agreement shall be deemed material and to have been relied upon by the parties and shall survive the Closing and continue to be binding and survive without any time limitation, regardless of any investigation made at any time by any party.

SECTION 10. **LITIGATION**

10.1 Dispute Resolution. If any dispute arises out of or relates to this Agreement, the parties agree to proceed as follows:

(a) The party believing a dispute to exist will give the other party written notice thereof, setting forth in reasonable detail the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of any claimed default or breach and a statement of the manner in which such party believes the dispute should be resolved.

(b) Within 20 days after receipt of such notice, the party against which relief is sought in connection with such dispute will deliver a written response, setting forth in reasonable detail its view of the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of the claimed default or breach and a statement of the manner in which such party believes the dispute should be resolved.

(c) If the parties do not agree on the manner in which the dispute should be resolved, they will arrange to hold a meeting within 10 days after delivery of the response. Each party will have in attendance at such meeting a representative with authority to bind the represented party to any agreement resolving the dispute. At the meeting (and any adjournments thereof), the parties will negotiate in good faith in an attempt to agree as to whether a dispute exists, the exact nature of the dispute and the manner in which the dispute should be resolved. If deemed appropriate by either party, a professional mediator may be engaged to assist in resolving the dispute with mediation costs borne equally by the parties. Any resolution of the dispute will be evidenced by a written agreement setting forth in reasonable detail the actions taken by each party.

(d) If no such written agreement is reached within 30 days after the first meeting, the parties shall be free to pursue their legal remedies in such manner as they deem appropriate. In the event of any litigation, action by legal counsel, mediation as described above or collection effort arising in any manner hereunder (whether or not suit be brought) the prevailing party (or substantially prevailing party) shall be entitled to recover all court costs and reasonable attorney's fees, including those arising from appeal.

SECTION 11. **MISCELLANEOUS**

11.1 Defined Terms.

(a) Capitalized terms used in this Agreement shall have the meanings ascribed to them in Schedule 11.1 attached hereto. All terms defined in this Agreement shall have the

defined meanings when used in any certificates, reports or other documents made or delivered pursuant hereto or thereto, unless the context otherwise requires.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. As used herein, the neutral gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neutral and feminine, where the context so permits.

11.2 Press Releases and Public Announcements. Except as required by law, Seller and Dana shall not issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of Buyer.

11.3 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

11.4 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

11.5 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that the Buyer may assign any or all of its rights and interests hereunder to one or more of its Affiliates.

11.6 Counterparts. This Agreement may be executed in one or more counterparts submitted by electronic mail, facsimile or any other means, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11.7 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11.8 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if it is sent by federal express, registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient or if sent to the intended recipient by facsimile as set forth below:

If to the Seller:

Dana Mediation Institute, Inc.
Attn: Dan Dana
5700 West 79th Street
Prairie Village, Kansas 66208
(913)636-1553
(913)273-0089 (facsimile)
dan@mediationworks.com

with a required copy to: Charles J. Hyland, Esq.
Hyland Law Firm, LLC
7300 W. 110th Street, Suite 930
Overland Park, Kansas 66210
(913) 498-1911
(913) 498-1950 (facsimile)
charlie@hylandkc.com

If to the Buyer: Eckerd College, Inc.
Attn: Kelly Kirschner
4200 54th Avenue South
St. Petersburg, Florida 33711
(727) 864-8211
kirschkm@eckerd.edu

with a required copy to: George E. Ridge, Esq.
Cooper, Ridge & Safi, P.A.
136 East Bay Street, Suite 301
Jacksonville, Florida 32202
(904) 353-6555
(904) 353-7550 (facsimile)
gridge@attorneyjax.com

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, messenger service, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

11.9 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. Venue of any action hereunder shall be Pinellas County, Florida. The Parties hereby agree to submit to the jurisdiction of the courts of Pinellas County, Florida.

11.10 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

11.12 Expenses. Buyer and Seller will each bear their own respective costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the generality of the foregoing, all documentary, sales, use, stamp, registration and other such Taxes incurred in connection with the consummation of the transactions contemplated by this Agreement (including any Documentary Stamp Tax and any similar Tax imposed), shall be paid by Seller when due, and Seller will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and, if required by applicable law, the Parties will, and will cause their affiliates to, join in the execution of any such Tax Returns and other documentation .

11.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

11.14 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DANA MEDIATION INSTITUTE, INC.
a Kansas corporation

By: _____
Name: Dan Dana
Title: President

By: _____
Name: Dan Dana

ECKERD COLLEGE, INC.
a Florida corporation

By: _____
Name: _____
Title: _____

ASSET PURCHASE AGREEMENT
SCHEDULES AND EXHIBITS

SCHEDULES

Schedule 1.1	Acquired Assets
Schedule 1.1(c)	Inventory
Schedule 1.2	Prepaid Training and MTI Contracts
Schedule 1.4	Retained Assets
Schedule 3.1	Articles of Formation of Seller
Schedule 3.6	Liabilities relating to Acquired Assets, Excluding Prepaid Training
Schedule 3.9(a)	Seller Intellectual Property Rights
Schedule 3.9(b)	License and Royalty Agreements
Schedule 3.9(c)	Computer Software Licenses
Schedule 3.10	Software
Schedule 3.11	Licenses and Permits
Schedule 3.13	Legal Proceedings
Schedule 11.1	Defined Terms

EXHIBITS

Exhibit A	Mediation Training Institute Development and Compensation Agreement
Exhibit B	Assignment of the Acquired Assets

SCHEDULE 1.1

ACQUIRED ASSETS

All of Seller's right, title and interest in and to intangible and tangible, used in the operation of Seller, including, but not limited to all property relating to the courses, training and materials provided by Seller and found at www.mediationworks.com including, but not limited to:

1. all of Seller's inventory shown on Schedule 1.1(c);
2. the word mark "Mediation Training Institute International" subject of U.S. Patent and Trademark Registration No. 3347091;
3. the Mediation Training Institute International design subject of U.S. Patent and Trademark Registration No. 3347090;
4. any other trade names and word marks of Seller;
5. all Content of www.mediationworks.com (approximately 1000 web pages);
6. all components of the instructor-led public and in-house courses found at www.mediationworks.com/courses, including, but not limited to participant workbooks, PowerPoint presentation files, videos, leader guides, instructional designs and other learning aids, including the right to publish the components in any foreign language subject to any licenses previously executed by Seller;
7. online coach-supported training formats found at www.mediationworks.com/online;
8. CD and computer based training resources for self-paced learning found at www.mediationworks.com/cbt;
9. one-hour webinar and materials, including, but not limited to the PowerPoint files and reproducible handouts also known as the MTI Webiversity and found at www.mediationworks.com/webinars;
10. all resources for corporate licensing in strategic management of organizational conflict, including PowerPoint presentation titled *Weaving Mediation into the Fabric of Organizations* and found at www.mediationworks.com/licensing.htm;
11. the MTI Training System, a cafeteria plan for the strategic management of organizational conflict (www.mediationworks.com/mts);
12. the on-line assessment instruments found at www.mediationworks.com/client and known as *The Dana Measure of the Financial Cost of Organizational Conflict* and *The Dana Survey of Organizational Conflict Management Strategies*;
13. the simulation and support documents for the *General Case Study Company* found at www.gcscsim.com;


14. publishing rights to *Managing Differences* (MTI Publications, 1989, 2004), the sourcebook for MTI's courses and trade book and the *MTI Monthly Newsletter*;
15. the following websites www.mediationworks.com, www.mediationworks.net, www.mediationworks.biz, and www.mediatioworks.mobi;
16. the following databases: *MTI Monthly Newsletter* subscribers, professional mediators, MTI-certified trainers, mediators and training graduates, state and country specific databases of inquirers, and client/customer received through MTI's Conflict Management Toolbox portal found at www.mediationworks.com/tools;
17. access to and copies of a complete list of trainers qualified to teach MTI courses;
18. MTI mediation Twitter account;
19. the "Mediation at Sea" annual cruise found at www.mediationworks.com/cruise;
20. the License between MTI and Can Praxis dated September 25, 2013, and attached hereto;
21. the Rights Acquisition Agreement between MTI and Germinal Knowledge, SARL dated June 15, 2008, as amended on July 27, 2008, and attached hereto;
22. the Rights Acquisition Agreement between MTI and David Tudor dated November 14, 2008 and attached hereto;
23. the Rights Acquisition Agreement between MTI and Mervyn Malamed representing Management of Conflict dated June 17, 2013 and attached hereto;
24. the Agreement regarding MTI Mesoamerica between MTI and MTI Mesoamerica dated April 12, 2011 and attached hereto;
25. the Cooperative Memorandum of Understanding between MTI and Rockstand International Co. Ltd, dated May 2, 2005 and attached hereto;
26. the Memorandum of Understanding between MTI and Alberta Arbitration and Mediation Society, Edmonton AB dated July 3, 2011 and attached hereto;
27. the Memorandum of Understanding between MTI and Mang'erere J and Company dated February 14, 2010 and attached hereto; and
28. the Memorandum of Understanding and Printing Authorization between MTI and Mang'erere J and Company dated February 17, 2011 and attached hereto.

SCHEDULE 1.1(c)

INVENTORY

See attached.

MTI - (Dana Mediation) Inventory as of November 25, 2013

<u>Item List Code</u>				
		<u>Inventory</u>	<u>Actual Value</u>	<u>Cost per Item</u>
Mod 1 Wbkk	Module 1 CerCon Workbook Ver. 5.1	66	\$221.10	\$3.35
Mod 2 Wbkk	Module 2 CerCon Workbook Ver. 5.1	90	\$309.60	\$3.44
Mod 3 Wbkk	Module 3 CerCon Workbook Ver. 5.1	49	\$193.06	\$3.94
CT Leader	CerCon Leader Guide Ver. 5.1	11	\$90.53	\$8.23
CT-PPT - Red	Certified Trainer Power Point Presentation CD Ver. 5.1	Print as needed	\$0.00	as needed
CV - Blue	Coaching Video CD Ver. 2.0	21	\$31.50	\$1.50
CBT-Blue/Red-OLT	Computer Base Training CD Ver. 2.0	Print as needed	\$0.00	as needed
Maps	Mediation Maps	106	\$89.04	\$0.84
Mod 4 Wbkk	Module 4 MedCert Workbook Ver 5.3	22	\$99.66	\$4.53
Mod 4 Leader	Module 4 MedCert Leader Guide Ver 5.3	3	\$33.24	\$11.08
MT-PPT - Green	Mediator Trainer Power Point Presentation CD ver 5.3	Print as needed	\$0.00	as needed
MD	Managing Differences (MD) ISBN 0-9621534-5-1	769	\$1,807.15	\$2.35 + sh
MD-SP	El Manejo de las Diferencias (MD) (Spanish) ISBN 0-9621534-4-3	1452	\$0.00	No Pricing
CR-FR	Cinflit à la Cooperation (CR) (French) ISBN 2-8911-442-6	13	\$0.00	No Pricing
CR	Conflict Resolution (CR) ISBN 978-0-07-136431-7	97	\$1,056.33	\$10.89
MAM/wc	MAM Wallet Card	1668	\$100.08	\$0.06
SAM/wc	SAM Wallet Card	558	\$33.48	\$0.06
Pre/wc	Preventive Wallet Card	1005	\$60.30	\$0.06
Bkmk	MTI Book Mark	981	\$0.00	
Tent	Name Tent Cards	Print as needed	\$0.00	as needed
Tote	Carry-All-Bags (Gray-MTI Logo)	142	\$0.00	
Cert	Certificates	21	\$3.15	\$0.15
GCSC	GCSC Handbook 2.03	19	\$130.91	\$6.89
			\$4,259.13	

SCHEDULE 1.2

PREPAID TRAINING AND MTI CONTRACTS

1. A list of Prepaid Training is attached hereto.
2. The following contracts (“MTI Contracts”) which are attached hereto:
 - a. the License between MTI and Can Praxis dated September 25, 2013, and attached hereto;
 - b. the Rights Acquisition Agreement between MTI and Germinal Knowledge, SARL dated June 15, 2008, as amended on July 27, 2008, and attached hereto;
 - c. the Rights Acquisition Agreement between MTI and David Tudor dated November 14, 2008 and attached hereto;
 - d. the Rights Acquisition Agreement between MTI and Mervyn Malamed representing Management of Conflict dated June 17, 2013 and attached hereto;
 - e. the Agreement regarding MTI Mesoamerica between MTI and MTI Mesoamerica dated April 12, 2011 and attached hereto;
 - f. the Cooperative Memorandum of Understanding between MTI and Rockstand International Co. Ltd, dated May 2, 2005 and attached hereto;
 - g. the Memorandum of Understanding between MTI and Alberta Arbitration and Mediation Society, Edmonton AB dated July 3, 2011 and attached hereto;
 - h. the Memorandum of Understanding between MTI and Mang’erere J and Company dated February 14, 2010 and attached hereto; and
 - i. the Memorandum of Understanding and Printing Authorization between MTI and Mang’erere J and Company dated February 17, 2011 and attached hereto.

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312179

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Texas Dept. of Public Safety Attn: Joel Lawrence 5805 N. Lamar Bldg. C - Employee Development Austin, TX 78752

BILL TO
Texas Dept. of Public Safety Attn: Joel Lawrence P.O. Box 4087 Austin, TX 78773

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013			

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Inhouse certification in managing workplace conflict, date TBD early 2014, estimate 12 participants per standard published price list	1	6,600.00	6,600.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$6,600.00
Balance Due	\$6,600.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312178

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Purdue University Attn: MichelleJansen, Empl Relats 401 S. Grant Street West Lafayette, IN 47907

BILL TO
Purdue University Attn: MichelleJansen, Empl Relats 401 S. Grant Street West Lafayette, I West Lafayette, IN 47907

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013	G. Kerr		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Inhouse mediator certification, date TBD early 2014, estimate five participants, per published price list	1	8,000.00	8,000.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$8,000.00
Balance Due	\$8,000.00

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312177

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Hearthstone Alzheimer Care Jami Weisenberger 130 New Boston St, Ste 103 Woburn MA 01801

BILL TO
Hearthstone Alzheimer Care Jami Weisenberger 130 New Boston St, Ste 103 Woburn, MA 01801

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013			

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Inhouse mediator certification, date TBD early 2014, for 30 participants, large group pricing structure: \$1000/person, plus optional \$100/certified trainer Kansas sales tax	1	30,000.00	30,000.00
		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$30,000.00
Balance Due	\$30,000.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312176

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Defense Intelligence Agency Connie Morrow Building 6000 200 MacDill Blvd Washington, DC 20340-5100

BILL TO
Defense Intelligence Agency Dale M. Vergott Bolling AFB, Bldg 6000 Washington DC 20340-5100

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
Net 30	1/15/2014			

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Inhouse mediator certification, date TBD early 2014, estimate 6 participants @ \$3000 plus \$1000/each additional. Special pricing for previous client per email of sept 18, 2013. Liane has extensive notes on client.	1	18,000.00	18,000.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$18,000.00
Balance Due	\$18,000.00

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312175

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Missouri Fraud Waste Abuse Hotline Julie Herigon 105 W. Capital Jefferson City MO 65101

BILL TO
Missouri Fraud Waste Abuse Hotline Julie Herigon 105 W. Capital Jefferson City, MO 65101

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013	B. Selfton		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Inhouse mediator certification, date TBD early 2014, estimate 12 participants, per published price list, Liane has notes re agreed travel costs	1	15,000.00	15,000.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$15,000.00
Balance Due	\$15,000.00

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312174

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
School for Family & MWR Leza Chryssovergis 2280 Signal RD BLD 4022 Fort Sam Houston, TX 78234

BILL TO
School for Family & MWR Leza Chryssovergis 2280 Signal RD?BLD 4022? Fort Sam Houston, TX 78234

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013			

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Module 1: Limited rights of use of intellectual property in printed form (workbook 5.1, sourcebook, Mediation Map, PM quick-ref card)	60	40.00	2,400.00
Module 2: Limited rights of use of intellectual property in printed form (workbook 5.1, SM quick-ref card)	60	20.00	1,200.00
Module 3: Limited rights of use of intellectual property in printed form (workbook 5.1, MM quick-ref card)	60	20.00	1,200.00
Client is internal CT from inhouse cercon delivered by Ben Adkins august 2013, will decide which modules, estimate 60 participants. date TBD early 2014 Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$4,800.00
Balance Due	\$4,800.00

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312165

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Katja Williams 8611 Hill Alto Court Las Vegas 89131

BILL TO
Katja Williams 8611 Hill Alto Court Las Vegas 89131

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013	K. Williams		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Mediator Certification Course D - Las Vegas February 24-28, 2014 for Katja Williams.	1	1,995.00	1,995.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$1,995.00
Balance Due	\$1,995.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312164

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Governor's Office Attn: Sonja Christophe 900 N. 3rd St. Suite 520 Baton Rouge, LA 70802

BILL TO
Governor's Office Attn: Sonja Christophe 900 N. 3rd St. Suite 520 Baton Rouge, LA 70802

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013	L. Wright		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Upgrade materials to include: Leader Guide Version 5.1 "Conflict Resolution" sourcebook PowerPoint Presentation CD Version 5.1 "Certified Trainer" Certificate and Pre-Paid Order Form	1	300.00	300.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$300.00
Balance Due	\$300.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312162

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
USM Corp Services Attn: Susan Owens 1001 Brickell Bay Drive Suite 2800 Miami, FL 33131

BILL TO
USM Corp Services Attn: Susan Owens 1001 Brickell Bay Drive Suite 2800 Miami, FL 33131

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013			

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Upgrade materials to include: Leader Guide Version 5.1 "Conflict Resolution" sourcebook PowerPoint Presentation CD Version 5.1 "Certified Trainer" Certificate and Pre-Paid Order Form Kansas sales tax	1	300.00	300.00
		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$300.00
Balance Due	\$300.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/16/2013
INVOICE #
3312161

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Jessica Del Valle 7550 W. 30Ln Hialeah, FL 33018

BILL TO
Jessica Del Valle 7550 W. 30Ln Hialeah, FL 33018

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/16/2013	J. Del Valle		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Upgrade materials to include: Leader Guide Version 5.1 "Conflict Resolution" sourcebook PowerPoint Presentation CD Version 5.1 "Certified Trainer" Certificate and Pre-Paid Order Form	1	300.00	300.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$300.00
Balance Due	\$300.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.



5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/13/2013
INVOICE #
3312133

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Berea College-Labor Program Office Attn: Darlene Stocker CPO 2180t Berea, KY 40404

BILL TO
Berea College-Labor Program Office Attn: Darlene Stocker CPO 2180 Berea, KY 40404

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/13/2013	D. Stocker		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Certification Conference In Managing Workplace Conflict, Track 4: CT Refresher Tampa, FL - February 17-18, 2014 Kansas sales tax	1	295.00 0.00 7.525%	295.00 0.00 0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$295.00
Balance Due	\$295.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.



5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/13/2013
INVOICE #
3312132

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
NJASAP Attn: Robin Sukhai 630 Morrison Road Suite 110 Gahanna, OH 43230

BILL TO
NJASAP Attn: Jeffrey Burrows 630 Morrison Road Suite 110 Gahanna, OH 43230

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/13/2013	S. Cook		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Certification Conference In Managing Workplace Conflict, Track 4: CT Refresher Kansas City - March 17-18, 2014	7	295.00	2,065.00
Mediator Certification Course D - Kansas City, March 17-21, 2014	1	1,995.00	1,995.00
Mediator Certification Course D - Kansas City, March 17-21, 2014. Multi-registration discount applied	1	1,895.00	1,895.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Total	\$5,955.00
Balance Due	\$5,955.00

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.



5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/13/2013
INVOICE #
3312131

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Bill Zelinski 201 S. Roop St. Suite 103 Carson City, NV 89701

BILL TO
Stacy Norbeck 201 S. Roop St. Suite 103 Carson City, NV 89701

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	12/13/2013	B. Zelinski		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Mediator Certification Course F - Houston, TX - January 13-17, 2014 for Bill Zelinski	1	2,495.00	2,495.00
Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$2,495.00
Balance Due	\$2,495.00



5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE	INVOICE #
12/4/2013	3312042

MTI Publications - Make checks payable to "Dana Mediation Institute, Inc."

SHIP TO
Sue Stacey - Employee Development Minnesota Dept. of Corrections Attn: Cindy Zetah 1450 Energy Park Drive, Suite 200 St. Paul, MN 55108-5219

BILL TO
Minnesota Dept. of Corrections Financial Services 1450 Energy Park Drive, Suite 200 St. Paul, MN 55108-5219

TERMS	DUE DATE	P.O. No.	Ship Date	Ship Via
Net 30	1/3/2014	P7801-3000036391	12/12/2013	UPS

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Module 2: Limited rights of use of intellectual property in printed form (workbook 5.1, SM quick-ref card)	50	14.63	731.50
Shipping & Handling		36.58	36.58
Kansas sales tax		7.525%	0.00

Return Policy: Returns will be issued 90% credit toward future purchases. No cash refunds. No refund of shipping & handling

1 1/2% per month will be charged after 60 days on unpaid accounts.

Total	\$768.08
Balance Due	\$768.08



5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE	INVOICE #
12/4/2013	3312041

MTI Publications - Make checks payable to "Dana Mediation Institute, Inc."

SHIP TO
Sue Stacey - Employee Development Minnesota Dept. of Corrections Attn: Susan Stacey 1450 Energy Park Drive, Suite 200 St. Paul, MN 55108-5219

BILL TO
Minnesota Dept. of Corrections Financial Services 1450 Energy Park Drive, Suite 200 St. Paul, MN 55108-5219

TERMS	DUE DATE	P.O. No.	Ship Date	Ship Via
Net 30	1/3/2014	P7801-3000036318	12/12/2013	UPS

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Module 2: Limited rights of use of intellectual property in printed form (workbook 5.1, SM quick-ref card)	100	14.63	1,463.00
Shipping & Handling		73.15	73.15
Kansas sales tax		7.525%	0.00

Return Policy: Returns will be issued 90% credit toward future purchases. No cash refunds. No refund of shipping & handling

1 1/2% per month will be charged after 60 days on unpaid accounts.

Total	\$1,536.15
Balance Due	\$1,536.15



5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE	INVOICE #
12/3/2013	3312031

MTI Publications - Make checks payable to "Dana Mediation Institute, Inc."

SHIP TO
MCF-Faribault Warehouse Attn: Susan Stacey 1101 Linden Lane Faribault, MN 55021-6400

BILL TO
MCF-FRB/SHK Accts. Payable Attn: Susan Stacey 1101 Linden Lane Faribault, MN 55021-6400

TERMS	DUE DATE	P.O. No.	Ship Date	Ship Via
Net 30	1/2/2014	P7801-3000036322	12/12/2013	UPS

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Module 2: Limited rights of use of intellectual property in printed form (workbook 5.1, SM quick-ref card)	50	14.63	731.50
Shipping & Handling		36.58	36.58
Kansas sales tax		7.525%	0.00

Return Policy: Returns will be issued 90% credit toward future purchases. No cash refunds. No refund of shipping & handling

1 1/2% per month will be charged after 60 days on unpaid accounts.

Total	\$768.08
Balance Due	\$768.08

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
12/2/2013
INVOICE #
3312021

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
MTI Nigeria Adedeji Adesina, President 26 King George V Street Fourth floor rear wing Onikan-Lagos, Nigeria

BILL TO
MTI Nigeria Adedeji Adesina, President 26 King George V Street Fourth floor rear wing Onikan-Lagos, Nigeria

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
Due on receipt	12/2/2013	O. Banjoko		

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Mediator Certification Course D - Miami, Florida - December 9-13, 2013 for Olugebenga Kolawole Banjoko	1	1,500.00	1,500.00
Bank wire transfer fee		15.00	15.00
Unable to attend Miami course, may attend later Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$1,515.00
Balance Due	\$1,515.00

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
11/14/2013
INVOICE #
3311149

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Proviso High Schools District 209 Brenda Horton 8601 W. Roosevelt Road Forest Park, IL 60130

BILL TO
Proviso High Schools District 209 8601 W. Roosevelt Road Forest Park, IL 60130

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	11/14/2013		179944	

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Reimbursable Expenses Car rental	1	112.31	112.31
Reimbursement for travel Flight	1	357.78	357.78
dan note: brenda promised to pay by end of december Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$470.09
Balance Due	\$470.09

5700 W. 79th Street
 Prairie Village, KS 66208-4604 USA
 (913) 432-2888 voice
 (913) 273-1919 facsimile
 EIN: 48-1205996

DATE
11/14/2013
INVOICE #
3311119

Make check payable to "Dana Mediation Institute, Inc."

SHIP TO
Proviso High Schools District 209 Brenda Horton 8601 W. Roosevelt Road Forest Park, IL 60130

BILL TO
Proviso High Schools District 209 8601 W. Roosevelt Road Forest Park, IL 60130

TERMS	DUE DATE	ATTENDEE	P.O. NUMBER	CCA #
	11/14/2013		179944	

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Conflict Management Training, Nov 12-13, 2013	1	3,000.00	3,000.00
Shipping & Handling	1	50.00	50.00
dan note: brenda promised to pay by end of december Kansas sales tax		7.525%	0.00

Refer to cancellation policy in the online registration form for this training program at www.mediationworks.com

Payment is due 30 days from invoice date.
 1 1/2% per month will be charged on unpaid accounts after 60 days.

Total	\$3,050.00
Balance Due	\$3,050.00

SCHEDULE 1.4

RETAINED ASSETS

1. www.hrd200.com
2. www.dandana.us
3. Prepaid Training (prepaid and presold) Accounts, less reasonable and customary expenses to be incurred by Buyer, attached to Schedule 1.2.
4. Accounts Receivable. All of Seller's right, title and interest in and to Seller's accounts receivable as of the Closing Date.
5. The "Elect Mediators to Public Office" project found at www.mediationworks.com/emp.

SCHEDULE 3.1

ARTICLES OF FORMATION OF SELLER

2661247

2 5 0

0 0 2 7 9

3607 01 10-19-1998 09:00:01

ARTICLES OF INCORPORATION

'98 OCT 20 AM 10 23

51 NEW CORPORATION
\$75.00

OF

FILED

SECRETARY OF STATE
KANSAS

MTI INTERNATIONAL, INC.

I, the undersigned incorporator, hereby form and establish a corporation for profit under the laws of the State of Kansas.

FIRST: The name of this corporation is **MTI INTERNATIONAL, INC.**

SECOND: The location of its registered office in Kansas is 10210 Robinson, Overland Park, Johnson County, Kansas 66212.

THIRD: The name and address of its resident agent in Kansas is Dan Dana, 10210 Robinson, Overland Park, Kansas 66212.

FOURTH: This corporation is organized for profit and capitalized for profit, and the nature of its business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Kansas Corporation Code.

FIFTH: This corporation is authorized to issue only one class of stock, and the total number of shares authorized shall be 30,000 shares of common stock at \$1.00 par value.

The holders of common shares shall have pre-emptive rights to purchase any shares of the corporation hereafter issued or any securities exchangeable for or convertible into such shares or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

SIXTH: The private property of the stockholders of this corporation shall not be subject to the payment of corporate debts to any extent whatsoever.

SEVENTH: The name and address of the incorporator of this corporation is:

Dan Dana
10210 Robinson
Overland Park, Kansas 66212

EIGHTH: The number of directors of this corporation shall be at least one (1) but not more than three (3) until changed by the bylaws of the corporation. Voting for directors shall not be by written ballot, unless requested by any shareholder.

2661247 19981020 R250 F 279



01985445

TRADEMARK

REEL: 005176 FRAME: 0431

2 5 0 0 0 2 7 9

NINTH: The following shall act as the Board of Directors of said corporation until the first annual meeting of shareholders, to wit:

Dan Dana
10210 Robinson
Overland Park, Kansas 66212

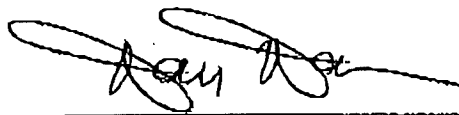
TENTH: The directors of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided however, the liability of such director shall not be limited or eliminated for (A) any breach of the director's duty of loyalty to the corporation or its stockholders, (B) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (C) under the provisions of K.S.A. 17-6424 and amendments thereto, or (D) for any transaction from which the director derived an improper personal benefit. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to the date when such provision becomes effective.

ELEVENTH: At all elections of directors of the corporation, each holder of stock shall be entitled to as many votes as shall equal the number of votes which such holder would be entitled to cast for the election of directors with respect to such holder's shares, multiplied by the number of directors to be elected. The holder of stock may cast all such votes for a single director or may distribute them among two or more directors as the stockholder sees fit. The candidates for director receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

TWELFTH: The duration of this corporation is perpetual.

THIRTEENTH: The power to adopt, repeal and amend the bylaws of this corporation shall reside in the Board of Directors of this corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 15th day of ~~September~~, 1998.
October



Dan Dana

2 5 0 0 0 2 7 9

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

Personally appeared before me, a Notary Public in and for Johnson County, Kansas, the above-named Dan Dana, who is personally known to me to be the named person who executed the within Articles of Incorporation on behalf of said corporation and duly acknowledged the execution of the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15 day of ~~September~~, 1998.
October

Brenda T. Luther
Notary Public

My Commission Expires:

BRENDA T. LUTHER
Notary Public - State of Kansas
My Appl. Exp. 8-23-2000

MTI International/Articles

2661247

Secretary of State/Corporation Division Change of Registered Office or Agent Form RO

We, I, Dan Dana, President or Vice President and
Secretary or Assistant Secretary of Dana Mediation Institute, Inc,

a corporation organized and existing under and by virtue of the laws of the state of Kansas, do hereby certify that at a meeting of the board of directors of said corporation the following resolution was duly adopted:

Be it resolved that the Registered Office in the State of Kansas of said corporation be changed to:

5700 West 79th Street Prairie Village, Johnson KS 66208-4604
Street and Number Town or City County State Zip Code

Be it further resolved that the Resident Agent of said corporation in the state of Kansas be

changed to

Individual or Kansas Corporation

The President and Secretary are hereby authorized to file and record the same in the manner as required by law.

Dan Dana President or Vice President

Dan Dana Secretary or Assistant Secretary

State of Kansas
County of Johnson } SS.

Before me, a Notary Public, came Dan Dana President, Vice President and
Secretary, Assistant Secretary of the above-named corporation,

who are known to me to be the persons who executed the foregoing certificate in their official capacities and duly acknowledged the execution of the same this 25 day of October, 1999 Year



(Seal)

Kris W. Kuebach
Notary Public

My commission or appointment expires 4-19 2003
Month Year

Please submit this to
Ron Thornburgh, Secretary of S

2661247 19991101 R279 F 259



02007740

10th Ave.,



I hereby certify this to be a true and correct copy of the original on file.
Certified on this date: Dec 9, 2013
KRIS W. KUEBACH
Secretary of State Kris W. Kuebach

Rev. 4/99 kp

ea/ct

SCHEDULE 3.6

**LIABILITIES RELATED TO ACQUIRED ASSETS,
EXCLUDING PREPAID TRAINING AND MTI CONTRACTS**

None

SCHEDULE 3.9(a)

SELLER INTELLECTUAL PROPERTY RIGHTS

The word mark “Mediation Training Institute International” subject of U.S. Patent and Trademark Registration No. 3347091.

The Mediation Training Institute design subject of U.S. Patent and Trademark Registration No. 3347090.

SCHEDULE 3.9(b)

LICENSE AND ROYALTY AGREEMENTS

See the MTI Contracts set forth in and attached to Schedule 1.2.

SCHEDULE 3.9(c)
COMPUTER SOFTWARE LICENSES

None

SCHEDULE 3.10

SOFTWARE

Microsoft Office and related programs

SCHEDULE 3.11
LICENSES AND PERMITS

None

SCHEDULE 3.13

LEGAL PROCEEDINGS

Dana Mediation Institute, Inc. v. Peer Review Mediation & Arbitration, Inc., case no. 13CV03160 in the Johnson County, Kansas District Court

Peer Review Mediation & Arbitration, Inc. v. Dana Mediation Institute, Inc., case no. 2012CA09916 in the Seventeenth Circuit Court in and for Broward County, Florida

SCHEDULE 11.1

DEFINED TERM

“Acquired Assets” has the meaning set forth in Section 1.1.

“Agreement” has the meaning set forth in the preface.

“Buyer” has the meaning set forth in the preface.

“Closing” has the meaning set forth in Section 2.2.

“Closing Date” has the meaning set forth in Section 2.2.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means any and all information regarded by MTI as confidential and proprietary prior to this transaction, including, but not limited to, information relating to the MTI Training, client lists, pricing, sales techniques, future MTI Training projects, corporate or trade secrets and technology, any proprietary products, material, or methodologies, trade secrets concerning the MTI Training, including, but not limited to product specifications, ideas, past, current or planned research and development, business plans, and computer software.

“Governmental Authority” means any foreign, federal, state, regional or local authority, agency, body, court or instrumentality, regulatory or otherwise, which, in whole or in part, was formed by or operates under the auspices of any foreign, federal, state, regional or local government.

“Intangibles” has the meaning set forth in Section 1.1(a).

“Intellectual Property” has the meaning set forth in Section 1.1(b).

“Knowledge” means knowledge by any employee or officer of Seller.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Licenses and Permits” has the meaning set forth in Section 3.11.

“Mediation Training Institute Development and Compensation Agreement” means that certain agreement attached hereto as Exhibit A.

“MTI Contracts” has the meaning set forth in Section 1.2(a).

“MTI Training” has the meaning set forth in Section 1.1(a).

“Party” or “Parties” have the meanings set forth in the preface.

“Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

“Prepaid Training” consists of both prepaid and presold MTI Training. Presold training is training, whether in-house or public-registration courses, for which invoices have been created by Seller but which has not been paid for or delivered. Prepaid training is in-house or public-registration courses for which part or all of the fee has been paid by the customer and the training has yet to have been delivered.

“Purchase Documents” means all agreements, documents, certificates or instruments to be executed or delivered in connection with the transactions contemplated by this Agreement, other than this Agreement.

“Purchase Price” has the meaning set forth in Section 2.1.

“Retained Liabilities” has the meaning set forth in Section 1.3.

“Security Interest” means any mortgage, pledge, lien, encumbrance, charge, financing lease or other security interest.

“Seller” has the meaning set forth in the preface.

“Seller Intellectual Property Rights” has the meaning set forth in Section 3.9

“Tax” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, Seller Real Property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

EXHIBIT A

**MEDIATION TRAINING INSTITUTE DEVELOPMENT AND
COMPENSATION AGREEMENT**

**MEDIATION TRAINING INSTITUTE
DEVELOPMENT AND COMPENSATION AGREEMENT**

This agreement (“Agreement”) is made and effective as of December 31, 2013 (“Effective Date”) among Eckerd College, Inc. (“Eckerd”), Dana Mediation Institute, Inc., a Kansas corporation d/b/a Mediation Training Institute International (“MTI”) and Dan Dana, an individual (“Dana”) (“Author”).

1. DEFINITIONS

- 1.1. **APA** shall mean that certain Asset Purchase Agreement entered into by Eckerd, MTI and Dana simultaneously herewith for the acquisition of all MTI assets related to or required for the operation of MTI by Eckerd.
- 1.2. **The Acquired Assets** mean all of the assets used in the operation of MTI as further described and defined in the APA as such may be updated revised or translated from time to time.
- 1.3. **Compensation** means royalties payable to Author under Section 3.1 of this Agreement.
- 1.4. **Gross Sales** means the total revenue paid to Eckerd from sales of the Acquired Assets or from Related Materials and Services.
- 1.5. **Initial Term** means the initial 10 year term of this Agreement, commencing on the Effective date and ending 10 years thereafter.
- 1.6. **Net Sales** means Gross Sales minus any Returns, Refunds, and instructional fees paid to instructors specifically excluding reimbursement for travel and other expenses incurred by trainers.
- 1.7. **Option** means the Option described in Section 8.2 of this Agreement.
- 1.8. **Option Period** means 30 days prior to Eckerd’s execution of an agreement for the sale of the Acquired Assets and Related Materials and Services to a third party.
- 1.9. **Prepaid Training** shall mean the Acquired Assets and course materials for any MTI Acquired Assets programs set forth on Schedule 1.2 of the APA.
- 1.10. **Purchase Price** means the amount paid by Eckerd to Author under the APA.
- 1.11. **Related Materials and Services** mean all new materials and services sold by Eckerd that are (a) derived directly from the Acquired Assets, but developed by Eckerd staff or by individuals enlisted by Eckerd to do so, or (b) are mediation related materials created after the execution of this Agreement and which are

marketed and sold under the MTI brand name. Specifically excluded from this definition are materials and services derived from materials and services used or owned by Eckerd prior to this Agreement or which are not related to mediation.

- 1.12. **Returns and Refunds** means cash or product exchanges made by Eckerd to MTI clients for whatever reason, e.g., canceled sales and complaints about product.

2. AUTHOR'S RESPONSIBILITIES

- 2.1. When feasible, Author will assist in marketing the Acquired Assets by participating in professional meetings, trade shows, and making all reasonable efforts designed to market the Acquired Assets, subject to Eckerd's determination of Author's level of marketing activity. Eckerd will reimburse Author for all pre-approved travel and lodging costs associated with marketing the Acquired Assets.
- 2.2. The Acquired Assets and Related Materials and Services developed by Eckerd are proprietary. Author will protect Eckerd's investment by not sharing the Acquired Assets or Related Materials and Services with others without the prior written permission of Eckerd.
- 2.3. Author will consult with Eckerd in making revisions to the Acquired Assets as set forth in Section 6 of this Agreement.
- 2.4. Author will consult with Eckerd concerning the content, design, and format of the Acquired Assets.
- 2.5. Author will perform such other duties and obligations as are contemplated by this Agreement.

3. COMPENSATION

- 3.1. Subject to remaining provisions hereof, Eckerd agrees to pay Author's corporation, HRD200 Consulting Group LLC:
 - 3.1.1. a combined royalty of 15% payable on Net Sales of the Acquired Assets for their work in having authored and developed the Acquired Assets and as consideration for the noncompetition agreement provided in the APA; and
 - 3.1.2. a combined royalty of 6% payable of the Net Sales of the Related Materials and Services.
 - 3.1.3. No royalties are due on Acquired Assets and Related Materials and Services used for demonstration, sales or marketing purposes.

- 3.2. Eckerd may sell the Acquired Assets for any price within its discretion. If Eckerd does sell the Acquired Assets, then it will pay Author 15% of the sale price of the Acquired Assets and agrees to require the purchaser as part of the sale agreement to continue paying the royalty under this Agreement for the remaining balance of the Initial Term.
- 3.3. Payment of taxes on Compensation paid to Author is the sole responsibility of Author.
- 3.4. Eckerd shall pay all Compensation due under this Agreement on a quarterly basis. All payments are due within 30 days after the close of each quarter.
4. SET-OFF. All Compensation paid hereunder shall be subject to set-off by any liability incurred by Eckerd under the APA or any actions taken by Author in violation of the APA, this Agreement, or any law, regulation, code or statute, whether local, federal, or state, and for which Author do not indemnify Eckerd under the APA whether such failure is due to Author's financial inability to do so or otherwise. This provision specifically applies to the extent any liability incurred by Eckerd with regards to the Prepaid Training has not been paid by Author at the time a quarterly compensation payment is due and to any liens liabilities assessed by the IRS due to Author's treatment of Dana's or MTI's federal income tax returns. However, this provision shall not apply when liability is incurred due to Eckerd's negligence.

5. ECKERD'S RESPONSIBILITIES

- 5.1. Eckerd will pay the publication and marketing costs of the Acquired Assets as well as any revisions to or translations of the Acquired Assets. Translations of the Acquired Assets shall be subject to licenses previously executed by Author
- 5.2. Eckerd will provide Author with an accounting of all Gross Sales and Net Sales on a quarterly basis for the Acquired Assets and Related Materials and Services. Eckerd shall maintain its books and records to show its activities under this Agreement. Author shall have the right to inspect and copy such books and records during regular business hours on five (5) business days advance notice.
- 5.3. Eckerd will be responsible for licensing the Acquired Assets to end users as it sees fit. Within its sole discretion, Eckerd will prosecute violations of any such license agreement. Author will fully cooperate in any and all of Eckerd's efforts to enforce such licensing agreements.

6. REVISIONS AND TRANSLATIONS

- 6.1. By September 30 of each year during the term of this Agreement, Author has the option to provide Eckerd with an annual written assessment of the on-going validity of the Acquired Assets. Based on this annual assessment, or the annual assessment done by Eckerd if Author chooses not to or is unable to provide the

annual assessment, Author shall make any revision reasonably requested by Eckerd within a reasonable time after such request. Eckerd agrees to provide sufficient resources for adequate development and testing of all revisions to the Acquired Assets.

- 6.2. In the event that Author is unable or unwilling to complete any revisions within a reasonable period of time, Eckerd has the right, but not the obligation, to select a qualified substitute to complete any needed revisions. The cost of such revision, subject to Section 6.4 hereof, will be borne by Eckerd.
- 6.3. In the event that Eckerd decides to develop foreign translations of the Acquired Assets, Eckerd shall be responsible for the costs of doing so.
- 6.4. In the event that the cost of any one investment project exceeds \$10,000 (“Major Revision”), Author will be responsible for 15% of the total amount invested and such amount will be set off against amounts due and owing Author under this Agreement. Prior to agreeing to and pursuing a Major Revision, Eckerd will consult with Dana as to the cost and benefits of the investment and attempt to come to an agreement as to how the investment will be pursued and at what cost. The final decision shall be within Eckerd’s sole and absolute discretion. Eckerd will not be required to consult with Dana’s heirs, successors or assigns.

7. TERM AND TERMINATION

- 7.1. The Initial Term of this Agreement shall be for 10 years.
- 7.2. At the expiration of the initial term, the term shall automatically renew for successive one year periods on the same terms and conditions.
- 7.3. In the event Eckerd sells the Acquired Assets to a third party as contemplated in Section 8, this Agreement shall automatically terminate, but Eckerd will require the purchaser to assume responsibility for paying the royalty to Author for the remainder of the Initial Term.
- 7.4. If the Agreement is terminated due to sale to a third party, Eckerd shall have no obligation to assign the Trademarks or transfer any right, title and interest in the Acquired Assets and Related Materials and Services or to deliver the materials developed or written by Eckerd to Author.
- 7.5. In the event that the IRS asserts a liability, places a lien against any of the Acquired Assets due to federal income tax liability incurred by Dana or MTI prior to the Closing of the APA (“IRS Lien”), Author shall be in default under this Agreement and the APA. Author shall have sixty (60) days to cure the default by paying the IRS Lien in full and having the lien discharged; provided, however, such time period may be extended by written consent of Buyer. If Author fails to timely cure said default, Eckerd shall have the option to pay the IRS Lien and, in

its sole and absolute discretion, terminate this Agreement and retain all right, title and interest in the Acquired Assets and Related Materials without further payment of compensation to Author.

- 7.6. Upon termination of this Agreement, Eckerd shall have no further obligation to pay Compensation to Author except for sales pending at the time of termination which close after termination.
- 7.7. If the compensation paid to Author under this Agreement over the term of two consecutive quarters is less than \$1,000, Author may declare the Agreement in default and must provide Eckerd written notice of the default. Eckerd shall have 30 days after the written notice to cure the default by making payment of the deficiency (\$1,000 less amount previously paid by Eckerd over the subject period) to Author. Upon payment of the deficiency, Eckerd will be deemed not to be in default and will be entitled to continue its use of the Acquired Assets. If Eckerd fails to timely cure the default, the Acquired Assets will be returned to Author at no cost. Provided, however, Author shall not be entitled to declare default and demand payment if Eckerd's failure to pay \$1,000 over two consecutive quarters is due to Eckerd's rights to indemnification or set off under this Agreement or the APA.

8. SALE OF THE ACQUIRED ASSETS AND RELATED MATERIALS AND SERVICES OR DISCONTINUANCE BY ECKERD

- 8.1. Eckerd shall have the rights to offer for sale and to sell the Acquired Assets and/or the Related Materials and Services at any time and for a price and on terms and conditions of sale within Eckerd's sole discretion.
- 8.2. In the event that Eckerd intends to accept an offer to sell the Acquired Assets, and if applicable, the Related Materials and Services to a third party, Eckerd will provide written notice of its intention to the Author. Thereafter, Author shall have an exclusive Option during the Option Period and subject to the provisions of this Agreement, to purchase the Acquired Assets and, if applicable, the Related Materials and Services at the purchase price, and on terms not less than, those offered to Eckerd by a third party. Customary commercial terms of such a transaction not expressed in the offer shall be a part of the definitive transaction with Author. If Author does not timely exercise and close on their Option, the Option shall lapse and Author will have no further rights under this provision regarding the subject transaction or any future transaction. Eckerd has no obligation to accept any third party offer to purchase the Acquired Assets and Related Materials and Services.
- 8.3. In the event that Eckerd sells to a third party the rights to the Acquired Assets, Author shall receive 15% of the sale price of the Acquired Assets ("Sale Fee") and Eckerd will require as a condition of the sale that the new owner assume responsibility for the royalty payments due for the remaining balance of the Initial Term.

- 8.4. Upon Eckerd's payment of the Sale Fee to Author, Eckerd shall have no further obligation, to pay Compensation or otherwise perform under this Agreement, to Author or any other party under this Agreement or otherwise.
- 8.5. In the event that Eckerd decides it is no longer in its best interest to continue to market and sell the Acquired Assets and that there is no viable market for the sale to a third party, the Acquired Assets shall be conveyed back to Author or their successors or heirs, with each party bearing its own expenses related to the transfer back to Author or his heirs.

9. ASSIGNMENT OF COMPENSATION

Author hereby assigns the compensation due hereunder to HRD200 Consulting Group, LLC and directs Eckerd to pay the compensation directly to HRD200 Consulting Group, LLC.

10. PROPRIETARY INFORMATION

- 10.1. The parties shall not, during or after the term of this Agreement, publish, disclose, or utilize in any manner the Acquired Assets or any Related Materials and Services or other information obtained or created pursuant to this Agreement, except such information that is otherwise properly published or in the public domain. Information published by or with the aid of a party contrary to this section is not considered to have been properly published nor to be in the public domain for purposes hereof.
- 10.2. Unless sooner terminated by Eckerd, upon expiration of the initial term of this Agreement, Author shall return to Eckerd all materials supplied by, or obtained from Eckerd, along with any copies made thereof and shall turn over to Eckerd all materials developed or written by Author in the performance of this Agreement, along with any copies thereof, unless otherwise specified in writing by Eckerd.

11. OWNERSHIP OF THE WORK AND INSTRUMENT

- 11.1. Author shall promptly and fully disclose in writing to Eckerd any and all works of authorship related to the Acquired Assets, regardless of their form, including, but not limited to, computer programs, designs, developments, inventions, profiles, manuals, instructional materials and discoveries authorized, conceived, developed, or reduced to practice by Author in connection with, or as a result of, the performance of the Author' tasks and shall treat all such information as proprietary information.
- 11.2. All such works shall be deemed to be works owned by Eckerd to the full extent permitted by the copyright laws and other applicable law. Author hereby assign to Eckerd, and its successors and assigns, without further consideration, the entire right, title, and interest in and to the Acquired Assets and all of the works of

authorship which are works made for hire and any and all designs, developments, inventions, innovations, and discoveries set forth above, whether or not patentable or copyrightable. Author will execute all applications for copyrights, trademarks, service marks, assignments, and other papers necessary to secure and enforce rights related to the Acquired Assets and any and all of the works of authorship, designs, developments, inventions, innovations, and discoveries as set forth above assignable to Eckerd, and to perform all acts necessary or desirable to make this Agreement effective.

- 11.3. If Author is needed, at any time, to give testimony, evidence, or opinions in any litigation involving any copyrights, service marks, or trademarks, or application for copyrights, service marks, or trademarks, related to the works of authorship, designs, developments, inventions, innovations, and discoveries as set forth in this Agreement, Author agree to do so. Eckerd agrees to pay Author their reasonable travel and lodging expenses to provide such testimony, evidence, or opinions.

12. GENERAL PROVISIONS

- 12.1. Compliance with Applicable Laws: Author shall comply with all applicable federal, state, and local laws and regulations.
- 12.2. Successors and Assigns: All rights to Compensation, covenants, stipulations, and promises in this Agreement shall be binding upon and inure to the benefit of the parties hereof and their respective successors, assigns, and legal representatives. No party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written approval of the other parties; provided, however, that a successor in interest by merger, operation of law, assignment, purchase, or otherwise of the entire business of a party shall acquire all interest of such party hereunder.
- 12.3. Governing Law: This Agreement shall be deemed a contract made under the laws of the State of Florida.
- 12.4. Severance: Whenever possible, each provision of this Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such document.
- 12.5. Waivers: No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy granted hereby or by any related document or by law.

- 12.6. Amendments: This Agreement may not be modified, amended, rescinded, canceled, or waived in whole or in part, except by a written document signed by the parties hereto.
- 12.7. Entire Agreement: This Agreement constitutes the entire agreement of the parties in reference to all the matters herein referred to, all previous discussions, promises, representations, and understandings relative thereto, if any, had between the parties hereto, being herein merged.
- 12.8. Jurisdiction, Venue and Attorneys' Fees. Any litigation brought under this Agreement must be brought in any court or competent jurisdiction located in Pinellas County, Florida. The parties agree that the prevailing party in any such dispute shall be entitled to an award of all costs of suit, and a reasonable attorney's fee, including appellate attorney's fees, as shall be determined by the court. Author agrees to submit to the jurisdiction of the courts in Pinellas County, Florida.
- 12.9. Advice of Counsel: The parties acknowledge that each has had an opportunity to submit this Agreement to the counsel of their choosing for advice, review and comment.
- 12.10. Construction: Each party has reviewed this Agreement and agrees that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 12.11. Counterparts. This Agreement may be executed in one or more counterparts submitted by electronic mail, facsimile or any other means, each of which shall be deemed an original but all of which together will constitute one and the same instrument. In addition, counterparts of this Agreement may be executed by facsimile transmission.

The parties have executed this Agreement effective as of the date first set forth above. All fully executed copies of this Agreement shall be deemed originals.

DANA MEDIATION INSTITUTE, INC.

ECKERD COLLEGE, INC.

Dan Dana, President
December ____, 2013

Christopher Brennan
Vice President for Business and Finance
December ____, 2013

Dan Dana
December ____, 2013

EXHIBIT B

ASSIGNMENT OF ACQUIRED ASSETS

ASSIGNMENT

Effective as of December 31, 2013, Dana Mediation Institute, Inc., a Kansas corporation d/b/a Mediation Training Institute International (“MTI” or “Assignor”), for good and valuable consideration received, and in accordance with section 2.4(d) of the Asset Purchase Agreement executed concomitantly herewith by Assignor and Assignee, Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, title and interest in, to and under, including any rights to payment under, all of Assignor’s assets used in the operation of MTI to Eckerd College, Inc., a Florida non-profit corporation (“Assignee”), including:

1. All of Assignor’s inventory, more particularly described in Schedule 1.1(c) of the Asset Purchase Agreement.
2. The intangible property relating to the courses, training and materials provided by MTI and on its website www.mediationworks.com (“MTI Training”) (collectively referred to as the “Intangibles”).
3. All (i) intellectual property rights which are owned by Assignor, or in which Assignor has any right or interest whatsoever, and which are used in connection with or in any way related to the MTI Training, including, without limitation, all rights of Assignor to the word mark “Mediation Training Institute International” (U.S. Patent and Trademark Registration no. 3347091) and Mediation Training Institute International design (U.S. Patent and Trademark Registration no. 3347090) and any other trade names used by Assignor, (ii) any and all trademarks of Assignor, (iii) technology owned by Assignor, or in which Assignor has any right or interest whatsoever, including, without limitation, proprietary and confidential information, publishing rights, course books and training, methods, know-how, documentation, processes, software, and (iv) all other tangible and intangible technology assets owned by Assignor including, without limitation, websites, domain names, copyrights, patents, patent applications, licenses, developments, research data, technology, test procedures, processes, formulas, confidential information and all other intellectual and intangible property rights, inventions (whether or not patentable), business methods and trade secrets owned by Assignor or in which Assignor has any right or interest whatsoever (and applications for, and extensions and reissuances of, any of the foregoing and rights therein) relating to the MTI Training (collectively, the “Intellectual Property”).
4. all trade names and word marks of Seller;
5. all Content of www.mediationworks.com (approximately 1000 web pages);
6. all components of the instructor-led public and in-house courses found at www.mediationworks.com/courses, including, but not limited to participant workbooks, PowerPoint presentation files, videos, leader guides, instructional

- designs and other learning aids, including the right to publish the components in any foreign language subject to any licenses previously executed by Seller;
7. online coach-supported training formats found at www.mediationworks.com/online;
 8. CD and computer based training resources for self-paced learning found at www.mediationworks.com/cbt;
 9. one-hour webinar and materials, including, but not limited to the PowerPoint files and reproducible handouts also known as the MTI Webiversity and found at www.mediationworks.com/webinars;
 10. all resources for corporate licensing in strategic management of organizational conflict, including PowerPoint presentation titled *Weaving Mediation into the Fabric of Organizations* and found at www.mediationworks.com/licensing.htm;
 11. the MTI Training System, a cafeteria plan for the strategic management of organizational conflict (www.mediationworks.com/mts);
 12. the on-line assessment instruments found at www.mediationworks.com/client and known as *The Dana Measure of the Financial Cost of Organizational Conflict* and *The Dana Survey of Organizational Conflict Management Strategies*;
 13. the simulation and support documents for the *General Case Study Company* found at www.gcscsim.com;
 14. publishing rights to *Managing Differences* (MTI Publications, 1989, 2004), the sourcebook for MTI's courses and trade book and the *MTI Monthly Newsletter*;
 15. the following websites www.mediationworks.com, www.mediationworks.net, www.mediationworks.biz, and www.mediationworks.mobi;
 16. the following databases: *MTI Monthly Newsletter* subscribers, professional mediators, MTI-certified trainers, mediators and training graduates, state and country specific databases of inquirers, and client/customer received through MTI's Conflict Management Toolbox portal found at www.mediationworks.com/tools;
 17. access to and copies of a complete list of trainers qualified to teach MTI courses;
 18. MTImediation Twitter account;

19. the “Mediation at Sea” annual cruise found at www.mediationworks.com/cruise;
20. the License between MTI and Can Praxis dated September 25, 2013, and attached hereto;
21. the Rights Acquisition Agreement between MTI and Germinal Knowledge, SARL dated June 15, 2008, as amended on July 27, 2008, and attached hereto;
22. the Rights Acquisition Agreement between MTI and David Tudor dated November 14, 2008 and attached hereto;
23. the Rights Acquisition Agreement between MTI and Mervyn Malamed representing Management of Conflict dated June 17, 2013 and attached hereto;
24. the Agreement regarding MTI Mesoameria between MTI and MTI Mesoamerica dated April 12, 2011 and attached hereto;
25. the Cooperative Memorandum of Understanding between MTI and Rockstand International Co. Ltd, dated May 2, 2005 and attached hereto;
26. the Memorandum of Understanding between MTI and Alberta Arbitration and Mediation Society, Edmonton AB dated July 3, 2011 and attached hereto;
27. the Memorandum of Understanding between MTI and Mang’erere J and Company dated February 14, 2010 and attached hereto; and
28. the Memorandum of Understanding and Printing Authorization between MTI and Mang’erere J and Company dated February 17, 2011 and attached hereto.

Specifically excluded from the assigned assets are the following:

1. www.hrd200.com
2. www.dandana.us
3. Prepaid Training (prepaid and presold) Accounts, less reasonable and customary expenses to be incurred by Buyer, attached to Schedule 1.2.
4. All accounts receivables.
5. The “Elect Mediators to Public Office” project found at www.mediationworks.com/empo.

The Assignor hereby warrants and represents that the Assignor has good and marketable title to all of the assigned assets, free and clear of any security interest, mortgage, pledge or encumbrance of any kind or character, direct or indirect, whether accrued, absolute, contingent, or otherwise, and that Assignor possesses full right and authority to make this Assignment and to transfer the aforementioned rights, title and interests. Assignor further represents and warrants that none of the assigned assets will be transferred subject to any title defect or objection, and contract of lease, license or sale, or any claim, covenant or restriction.

The assignment shall be binding upon and inure to the benefit Assignor and Assignee, and to their successors, assigns, and personal representatives.

DANA MEDIATION INSTITUTE, INC.

Signed, sealed and delivered in our presence:

By: Dan Dana, President

Witness

Witness