

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
Software Technology, Inc.	FORMERLY Test University, Inc.	06/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Xap Corporation		
Street Address:	3534 Hayden Avenue		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75882007	PRACTORIALS	
CORRESPONDENCE DATA			
Fax Number:	(251)432-6843		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	251-405-1219		
Email:	gpb@ajlaw.com		
Correspondent Name:	Gregory P. Bru		
Address Line 1:	63 South Royal Street		
Address Line 2:	Suite 1300		
Address Line 4:	Mobile, ALABAMA 36602		
NAME OF SUBMITTER:	Andrew Byer		
Signature:	/Andrew Byer/		
Date:	09/04/2008		

OP \$40.00 75882007

Total Attachments: 9

900115215

**TRADEMARK
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GENERAL BILL OF SALE AND ASSIGNMENT

This General Bill of Sale and Assignment is made and entered into as of June 30, 2008, by and between Xap Corporation, a Delaware corporation (“Buyer”) and Software Technology, Inc., a Delaware corporation (“Seller”), and is made with reference to the following:

A. Seller and Buyer have heretofore executed that certain Asset Purchase Agreement dated as of June 30, 2008 (“Purchase Agreement”).

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the testGEAR Assets, including those set forth on Exhibit A attached hereto.

C. Buyer and Seller desire to consummate the sale and transfer of the testGEAR Assets as provided in the Purchase Agreement.

D. Any capitalized term not defined herein shall have the meaning ascribed to it in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

ASSIGNMENT

For valuable consideration, the receipt and sufficiency of which Seller hereby acknowledges, Seller, pursuant to and in compliance with the Purchase Agreement, does hereby sell, convey, transfer, assign and deliver to Buyer, and Buyer does hereby accept from Seller, all right, title and interest in and to all of the testGEAR Assets.

TO HAVE AND TO HOLD all such interests and the testGEAR Assets hereby assigned, transferred and conveyed unto Buyer, its successors and assigns, to its and their own use and behalf forever.

ARTICLE 2

FURTHER ASSURANCES

Seller shall, at any time and from time to time after the date hereof, upon the request of Buyer, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as shall be necessary or desirable to give effect to the transactions hereby consummated and to collect and reduce to the possession of Buyer any and all of the interests in and to the testGEAR Assets hereby transferred to Buyer. Without limiting the generality of the foregoing, Seller hereby appoints Buyer, and its successors and assigns, the true and lawful attorney of Seller, in the name

of Buyer or in the name of Seller but for the benefit and at the expense of Seller, to demand and receive any and all interests and the testGear Assets hereby transferred; to give releases and acquittances for or in respect of the same or any part thereof; to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, which Buyer, or its successors and assigns, may deem necessary or advisable to collect, assert or enforce any warranty or right pertaining to the testGear Assets hereby assigned; and to defend and compromise any and all actions, suits or proceedings in respect of any of the interests and the testGEAR Assets hereby sold and assigned to Buyer that Buyer, or its successors or assigns, shall deem necessary or advisable. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

ARTICLE 3

OTHER INSTRUMENTS

It is understood that Seller, contemporaneously with the execution and delivery of this General Bill of Sale and Assignment, is further executing and/or delivering to Buyer certain other assignments and instruments of transfer which in particular cover certain of the interests and the testGEAR Assets hereinabove assigned, the purpose of which is to supplement, facilitate and otherwise implement the transfers intended hereby.

ARTICLE 4

SUCCESSORS AND ASSIGNS

This instrument and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

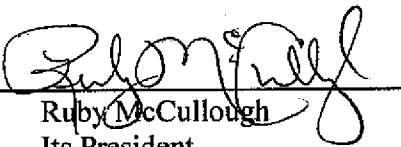
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IN WITNESS WHEREOF, the Parties hereto have caused this Bill of Sale and Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, in multiple originals, all as of the day and year first above written.

Address for Notice:

SOFTWARE TECHNOLOGY, INC.,
a Delaware corporation

Software Technology, Inc.
USA Technology & Research Park
307 University Boulevard North, Bldg. IV
Mobile, Alabama 36608
ATTN: Ruby McCullough
Fax: (251) 304.0011

By: 
Ruby McCullough
Its President

With a copy to:

Armbrecht Jackson LLP
1300 Riverview Plaza
63 S. Royal Street
Mobile, Alabama 36602
ATTN: Gregory P. Bru, Esq.

Address for Notice:

XAP CORPORATION,
a Delaware corporation

3534 Hayden Avenue
Culver City, California 90232
ATTN: _____
Fax: (310) 842-9898

By: _____
J. Michael Thompson
Its President

With a copy to:

Loeb & Loeb LLP
10100 Santa Monica Boulevard
22nd Floor
Los Angeles, CA 90067
ATTN: Phillip E. Adler, Esq.

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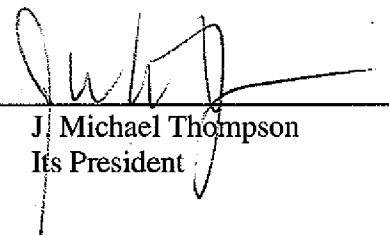
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Its President

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10100 Santa Monica Boulevard
22nd Floor
Los Angeles, CA 90067
ATTN: Phillip E. Adler, Esq.

EXHIBIT A
TestGEAR Assets

1. The testGEAR Assets include the *Pre-Collegiate Online Suite* and the *High School Exit Exam Online Suite*.

2. The testGEAR Assets further include:

- (a) All course content for students and instructional content for teachers
- (b) Vocabulary labs
- (c) Practorials
- (d) Practice tests
- (e) Micro courses
- (f) Mini tests
- (g) Training materials in both electronic and hardcopy formats
- (h) Product and technical documentation and plans (in electronic and/or hardcopy format)
- (i) Marketing and sales materials in electronic and/or hardcopy format
- (j) And anything else utilized in such product suites that is not specifically a so-called Test Item.

3. The testGEAR Assets further include the following tradenames/trademarks:

Word Mark:	TESTSCOPE
Goods and Services:	IC 009. US 021 023 026 036 038. G & S: computer report-generating software for educators, namely, tracking student performance on computer-based test preparation instruction materials. FIRST USE: 20000901. FIRST USE IN COMMERCE: 20000901
Mark Drawing Code:	(1) TYPED DRAWING
Serial Number:	76112640

Filing Date:	August 18, 2000
Current Filing Basis:	1A
Original Filing Basis:	1B
Published for Opposition:	May 29, 2001
Registration Number:	2595589
Registration Date:	July 16, 2002

(a) Brainscan

Word Mark:	BRAINSCAN
Goods and Services:	IC 041. US 100 101 107. G & S: providing test preparation services in a classroom and via a global computer network. FIRST USE: 19991201. FIRST USE IN COMMERCE: 19991201
Mark Drawing Code:	(1) TYPED DRAWING
Serial Number:	75882017
Filing Date:	December 28, 1999
Current Filing Basis:	1A
Original Filing Basis:	1B
Published for Opposition:	May 1, 2001
Registration Number:	2579613
Registration Date:	June 11, 2002
Owner:	(REGISTRANT) TEST UNIVERSITY, INC. CORPORATION DELAWARE 254 West 31st Street New York NEW YORK 10001
Assignment Recorded:	ASSIGNMENT RECORDED
Attorney of Record:	MICHAEL K. CORAN
Type of Mark:	SERVICE MARK

Register:	PRINCIPAL
Live/Dead Indicator:	LIVE

(b) MicroCourse

Word Mark:	MICROCOURSE
Goods and Services:	IC 041. US 100 101 107. G & S: providing test preparation services in a classroom and via a global computer network. FIRST USE: 19990301. FIRST USE IN COMMERCE: 19990301
Mark Drawing Code:	(1) TYPED DRAWING
Serial Number:	75882016
Filing Date:	December 28, 1999
Current Filing Basis:	1A
Original Filing Basis:	1B
Supplemental Register Date:	October 2, 2001
Registration Number:	2641191
Registration Date:	October 22, 2002
Owner:	(REGISTRANT) TEST UNIVERSITY, INC. CORPORATION DELAWARE 254 West 31st Street New York, NEW YORK 10001
Assignment Recorded:	ASSIGNMENT RECORDED
Attorney of Record:	MICHAEL K. CORAN
Type of Mark:	SERVICE MARK
Register:	SUPPLEMENTAL
Live/Dead Indicator:	LIVE

(c) Practorial

Word Mark:	PRACTORIALS
Goods and Services:	IC 041. US 100 101 107. G & S: providing test preparation services in a classroom and via a global computer network. FIRST USE: 19991201. FIRST USE IN COMMERCE: 19991201
Mark Drawing Code:	(1) TYPED DRAWING
Serial Number:	75882007
Filing Date:	December 28, 1999
Current Filing Basis:	1A
Original Filing Basis:	1B
Published for Opposition:	March 20, 2001
Registration Number:	2559758
Registration Date:	April 9, 2002
Owner:	(REGISTRANT) TEST UNIVERSITY, INC. CORPORATION DELAWARE 254 WEST 31ST STREET NEW YORK, NEW YORK 10001
Assignment Recorded:	ASSIGNMENT RECORDED
Attorney of Record:	MICHAEL K. CORAN
Type of Mark:	SERVICE MARK
Register:	PRINCIPAL
Live/Dead Indicator:	LIVE

4. The testGEAR Assets further include:
- (a) Content manager systems (as further described in Section 6.2 (b) of the Purchase Agreement).
 - (b) All enabling tools, development tools, test engines or platforms and software assessment tools.

- (c) All correspondence, plans, designs, memoranda, reports, analyses, spreadsheets and information concerning the design, development and implementation of the testGEAR Assets.
- (d) All user manuals and materials, training manuals and materials, support manuals and materials and other manuals and materials pertaining to the development, training, use, operation and provision of the testGEAR Assets.

5. The testGEAR Assets further include all goodwill related to the foregoing assets and rights.