

# EXHIBIT

7

**Vaseleck, James**

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**From:** Robin Singh [omm@testmasters.net]  
**Sent:** Tuesday, January 09, 2007 5:27 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh; Rachel Vincent  
**Subject:** RE: Licensing

Dear Jim,

It's good to hear from you and we hope you had a happy new year.

As you and Joan requested at our meeting last October, we have formulated a pricing structure for our December 23, 2005 licensing proposal. This structure covers two different rates: 1) the flat rate for use of all LSAT questions released since June of 1991, and 2) the per-question rate for use of individual LSAT questions.

As we discussed, TestMasters would continue to pay a flat rate for each student that enrolls in our full-length LSAT course. This rate would allow for the use of printed, online, and media formats of each question. We think that the current rate of \$115 per student is fair, but our main concern is that all commercial entities, regardless of their size, pay the same flat rate, whatever that rate may be. We propose that the LSAC retain the right to adjust this rate on an annual basis, provided that the rate does not exceed the total price a consumer would pay to obtain all of the released LSAT questions directly from the LSAC. In the event of an LSAC rate adjustment, all licensed commercial entities would be required to pay the new rate.

With respect to the per-question rate, we think that \$0.05 per question would be fair, but once again, our main concern is that all commercial entities, regardless of their size, pay the same per-question rate, whatever that rate may be. We propose that the LSAC retain the right to adjust this rate on an annual basis, provided that the rate does not exceed the per-question price a consumer would pay to obtain the questions directly from the LSAC. In the event of an LSAC rate adjustment, all licensed commercial entities would be required to pay the new rate. This per-question rate would apply to any and all released LSAT questions, regardless of the medium—print, online, or media—through which the questions are distributed.

If you have any questions or concerns, please do not hesitate to contact us. We are excited about this new licensing agreement and look forward to working with you to make it happen.

Best regards,

Robin Singh and Rachel Vincent

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**From:** Vaseleck, James [mailto:JVASELECK@LSAC.org]  
**Sent:** Tue 1/2/2007 11:55 AM  
**To:** Robin Singh  
**Subject:** Licensing

Hello Robin. I hope the new year finds you well.

This is just a quick message to ask about the status of your proposal for electronic distribution rights. As soon as you have a proposal ready, please send it to my attention and we'll get back to you as soon as we can.

Thanks, and best wishes,

1/11/2007

Jim Vaseleck

1/11/2007

**Vaseleck, James**

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**From:** Rachel Vincent [rachel@testmasters.net]  
**Sent:** Wednesday, May 16, 2007 2:42 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh  
**Subject:** Licensing  
**Attachments:** Website and DVD precautions.doc

Jim,

Attached are some of the security measures we are going to implement to protect the copyrights of TestMasters and the LSAC in respect to our online content and DVDs. Please let me know if you need any more information regarding these measures.

We would like to finalize the new licensing agreement as soon as possible. I am leaving today for Europe for 10 days, but can be reached anytime after the 27<sup>th</sup> of May. If you have any questions before then, please contact Robin directly at [omm@testmasters.net](mailto:omm@testmasters.net).

I hope that both you and Joan are doing well.

Best Regards,

Rachel

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**Rachel Vincent**  
Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

5/25/2007

# ONLINE RESOURCE CENTER

## STUDENT ENROLLMENT AGREEMENT

Each TestMasters student is required to sign a Student Enrollment Agreement that, among other things, binds them to respect the copyrights of both TestMasters and the LSAC.

## ONLINE RESOURCE CENTER LOGIN

Every student who registers with TestMasters is issued a personalized User ID and password. In order to login to the Online Resource Center, a student must enter his/her User ID and password. All logins to the Online Resource Center are logged with the date and time of login as well as the IP address of the computer used to login. TestMasters receives a notification anytime a User ID and password is used to access the Online Resource Center from two different IP addresses within a relatively short time frame.

## EXPIRATION OF ONLINE ACCESS

Each TestMasters student has access to the Online Resource Center for a limited time. For a student who is enrolled in a classroom course, web access expires on the date of the LSAT administration for which that class was in preparation. For a student who has only purchased tutoring hours, web access expires either three or six months from the date of purchase, contingent on the package. Students may only extend their access to the Online Resource Center by purchasing Extended Online Access. The Extended Online Access expires on the date of the next LSAT administration from the date of purchase.

## FLASH

TestMasters presents individual LSAT Questions as watermarked Flash movies. These flash movies are almost impossible to copy or print; no one could do so without an extremely high level of technical expertise.

## WATERMARKS

Each flash movie has a gray watermark that appears behind the question(s) and contains a copyright notice. As with any PC program, it is possible to take a low-resolution screenshot of a question. However, the screenshot would be difficult to read and, because of the watermark, would include the copyright notice, which would make the screenshot even more difficult to read.

## PDFs

TestMasters makes some tests available to students in the form of a protected PDF files. The protection allows the students to print a PDF file, but they cannot modify it, extract pages, or copy information from any page. Each printed PDF file contains a header that uniquely identifies the student, by including the name and User ID of that student, to which it is licensed. Specifically, the header includes the name and User ID of the student in order to discourage the student from giving a copy of the PDF file to others. It also contains a footnote with the admonition not to copy the document.

# DVDS

## DVD AGREEMENT

Students who purchase DVDs are required to sign a DVD Agreement that, among other things, binds them to respect the copyrights of both TestMasters and the LSAC.

## COPYRIGHT NOTIFICATION

For each DVD, a copyright notification appears every time that DVD is loaded. During this time, the DVD menu is not accessible.

## DVD ACTIVATION

TestMasters DVDs will not work unless activated. Every student who buys a TestMasters DVD is issued a personalized User ID and password. In order to activate the DVD, the User ID and password must be verified online through TestMasters. Activations of DVDS are logged with the date and time of activation as well as the IP address of the computer used to activate the DVD.

## EXPIRATION OF DVD

Each TestMasters DVD is activated for a limited time. In order to reactivate a TestMasters DVD, a student must contact the TestMasters office and purchase Extended DVD Access. In order to reactivate the DVD, the User ID and password must be verified online through TestMasters. That Extended DVD Access reactivates the DVD for a limited time.

Licensing

**Vaseleck, James**

**From:** Rachel Vincent [rachel@testmasters.net]  
**Sent:** Friday, June 08, 2007 8:19 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh  
**Subject:** RE: Licensing

Jim,

Thanks for the email. I'm sorry that I was unable to respond right after I got back. Preparing students for the June test has been hectic--the students are very anxious about the new comparative reading passages, as I'm sure you can imagine.

We have formulated a pricing structure. This structure covers two different types of rates: 1) flat rates, and 2) a per-question rate for use of individual LSAT questions.

Full-length course students (flat rate):

Currently we pay \$115/student for hard copy rights to every released LSAT question since June of 1991. The online or DVD access that these students receive would not add any additional LSAT questions. Since the amount of LSAT material these students will receive remains the same, we would like to combine online, DVD, and hard copy rights into one omnibus license fee that remains at \$115/student.

As we have mentioned before, in regards to the flat rate to use all LSAT questions released since June of 1991, our main concern is that all commercial entities, regardless of their size, pay the same flat rate, whatever that rate may be.

Weekend course students (flat rate):

Currently we pay \$23/student for hard copy rights to approximately 20% of the released LSAT questions. The online access that these students receive would only consist of the materials that are in the hard copy of the weekend course. Since the amount of LSAT material these students will receive also remains the same, we would like to combine online and hard copy rights into one omnibus license fee that remains at \$23/student.

10-hr and 20-hr tutoring package students (flat rate):

Private tutoring package students also receive access to approximately 20% of the released LSAT questions. The online access that these students receive would only consist of the materials that are in the hard copy of the tutoring package materials. Since the amount of LSAT material these students will receive is the same as the weekend course students, we would like to combine online and hard copy rights into one omnibus license fee of \$23/student.

Online Access Only and DVDs (per-question rate):

Most DVDs will contain anywhere from 5-10 questions, as each question takes about 20 minutes to explain. While we currently only allow online access to the students listed above, we will be creating various online packages that students who are not enrolled in a TestMasters course or tutoring package will be able to purchase. We do not know exactly how many questions will be available through each of the packages, as we have yet to finalize what each package will entail. We would like the same per-question rate to apply to both these online packages and the DVDs. We think that \$0.05 per question would be fair, but once again, our main concern is that all commercial entities, regardless of their size, pay the same per-question rate, whatever that rate may be.

If you have any questions or concerns, please do not hesitate to contact me. Thanks again for your patience this past week.

Regards,

Rachel Vincent

6/13/2007

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**Rachel Vincent**

Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

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**From:** Vaseleck, James [<mailto:JVASELECK@LSAC.org>]  
**Sent:** Tue 5/29/2007 8:20 AM  
**To:** Rachel Vincent  
**Cc:** Robin Singh  
**Subject:** RE: Licensing

Hello Rachel. Thanks for this message, and welcome back!

The protections outlined in the attachment look good. I think we can proceed toward a license agreement once we have worked-out the business details.

Can you let me know (roughly) the proportions of TestMasters and LSAC content that will be available online and through the DVD?

To draft the license agreement, I'll need to know specifically which PrepTests you intend to make available through each medium. I think that a flat fee for the DVD probably makes sense. I'm guessing that your students will pay a fee for reactivation of the DVD if they choose it. We thus should have a nominal reactivation license fee as well. We can set the basic license fee and the reactivation fee based on the number of PTs you plan to use, and which ones they are (bearing in mind that the basic license fee is a sliding scale, with the oldest PTs bearing a \$2 charge, and the newest ones \$5). Do you have a fee proposal that you'd like to make?

With regard to online content, the same kinds of issues apply. The license fee will depend on the number of PTS you plan to use, and which ones they are. Also, it seems that your clients will have optional service levels (in terms of duration and perhaps amount of content). It probably makes sense to have variable license fees depending on those factors. Could you describe the various service options and make corresponding fee proposals?

I take it that you will still want some hard copy reproduction rights. Is that correct? If so, we perhaps should combine online, DVD and hard copy rights into one omnibus license agreement.

I will be away from my office for the rest of this week, but should have e-mail access while I'm away.

Thanks again, and best wishes,

Jim Vaseleck

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**From:** Rachel Vincent [<mailto:rachel@testmasters.net>]  
**Sent:** Wednesday, May 16, 2007 2:42 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh  
**Subject:** Licensing

Jim,

6/13/2007

Attached are some of the security measures we are going to implement to protect the copyrights of TestMasters and the LSAC in respect to our online content and DVDs. Please let me know if you need any more information regarding these measures.

We would like to finalize the new licensing agreement as soon as possible. I am leaving today for Europe for 10 days, but can be reached anytime after the 27<sup>th</sup> of May. If you have any questions before then, please contact Robin directly at [omm@testmasters.net](mailto:omm@testmasters.net).

I hope that both you and Joan are doing well.

Best Regards,

Rachel

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**Rachel Vincent**

Director of Research and Development

TestMasters

1620 26th Street, Suite 1000 North

Santa Monica, CA 90404

800.696.5728 x303

fax 310-828-9104

[rachel@testmasters.net](mailto:rachel@testmasters.net)

**Williams, Felicia**

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**From:** Vaseleck, James  
**Sent:** Wednesday, August 01, 2007 4:35 PM  
**To:** Rachel Vincent  
**Cc:** Robin Singh; Williams, Felicia  
**Subject:** RE: Licensing

Great! It's 215.968.1169. Thanks so much! Jim

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**From:** Rachel Vincent [mailto:rachel@testmasters.net]  
**Sent:** Wednesday, August 01, 2007 4:25 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh  
**Subject:** RE: Licensing

Jim,

I've reviewed the licensing agreement and everything looks good. Could you please send me your fax number so that I may fax you a signed copy? Thank you very much.

Regards,

Rachel

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**Rachel Vincent**  
Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

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**From:** Vaseleck, James [mailto:JVASELECK@LSAC.org]  
**Sent:** Wed 8/1/2007 11:24 AM  
**To:** Rachel Vincent; Robin Singh  
**Cc:** Williams, Felicia  
**Subject:** RE: Licensing

Rachel and Robin:

Please accept my apology for the delay in responding to you. Attached is a draft licensing agreement for your review and, if acceptable, signature. I've adopted your pricing proposal, and have incorporated your security protocol as an exhibit. Please let me know if you have any questions.

Best wishes,

Jim

8/2/07

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**From:** Rachel Vincent [mailto:rachel@testmasters.net]  
**Sent:** Tuesday, July 17, 2007 2:40 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh  
**Subject:** RE: Licensing

Jim,

I hope that you are doing well. I just wanted to follow up with you and see if you need any more information from me. Thank you.

Rachel

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**Rachel Vincent**  
Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

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**From:** Vaseleck, James [mailto:JVASELECK@LSAC.org]  
**Sent:** Wed 6/13/2007 8:22 AM  
**To:** Rachel Vincent  
**Cc:** Robin Singh  
**Subject:** RE: Licensing

Thanks very much for this reply, Rachel. I'll get you a substantive response as soon as I can, but for now want you to know that I did receive the message.

Best wishes,

Jim

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**From:** Rachel Vincent [mailto:rachel@testmasters.net]  
**Sent:** Friday, June 08, 2007 8:19 PM  
**To:** Vaseleck, James  
**Cc:** Robin Singh  
**Subject:** RE: Licensing

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Full-length course students (flat rate):

8/2/07

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If you have any questions or concerns, please do not hesitate to contact me. Thanks again for your patience this past week.

Regards,

Rachel Vincent

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**Rachel Vincent**

Director of Research and Development  
TestMasters

1620 26th Street, Suite 1000 North

Santa Monica, CA 90404

800.696.5728 x303

fax 310-828-9104

[rachel@testmasters.net](mailto:rachel@testmasters.net)

8/2/07

## LICENSE AGREEMENT

This agreement between Law School Admission Council, Inc., Box 40, Newtown, PA 18940 (LSAC) and TestMasters, 1620 26<sup>th</sup> Street, Santa Monica CA 90404 (Licensee), is a nonexclusive grant, from LSAC to Licensee, of permission to reproduce the LSAT-related information described in Paragraph 1 below. This license is subject to the following terms and conditions:

1. Materials Subject to this Permission (Licensed Questions)

PrepTests 1 – current, including all instructions, answer keys, conversion tables, and writing samples contained therein.

2. Term

This license will be effective from August 1, 2007 to July 31, 2009, but may be renewed at the option of LSAC if the licensed questions are still published by LSAC. Any violation of any term or condition of this license voids the license.

3. Fee and Annual Accounting

Licensee agrees to pay LSAC according to the following pricing structure:

- \$115 per student (includes online, DVD, hard copy; all available PrepTests)
- \$23 per weekend student (includes online and hard copy; 20 percent of all PrepTests available)
- \$23 per tutoring student (includes online and hard copy; 20 percent of all PrepTests available)
- \$.05 per question (includes online and DVD; individual questions selected from among all available PrepTests)

Licensee agrees to provide an accounting of the number of students enrolled and questions used (as relevant), on or about February 1st and July 31st of each year, along with the appropriate payment, calculated as outlined above. Failure to provide the required accountings will allow LSAC to void this license, in its discretion.

4. Use Requirements and Limitations

- A. Licensee agrees to reproduce the licensed questions (including the question itself and its stem), test instructions, and any test-related information subject to the license verbatim, without modification or editing.
- B. Licensee agrees that all licensed questions within Licensee's work will be clearly identified as such, and licensee's work containing licensed questions will include, in a conspicuous place, the following statement: "All actual LSAT questions printed [or used] within this work are used with the permission of Law School Admission Council, Inc., Box 2000, Newtown, PA 18940, the copyright owner. LSAC does not review or endorse specific test preparation materials or services, and inclusion of licensed LSAT questions within this work does not imply the review or endorsement of LSAC. LSAT is a registered trademark of LSAC."

Page 2

- C. Licensee agrees not to state or imply the endorsement of its products or services by Law School Admission Council (LSAC).
- D. Licensee agrees not to construct a sample LSAT, with or without a score conversion table, from licensed questions drawn from different LSAT forms. Should Licensee wish to produce a sample LSAT, it must use a license for an intact LSAT form, or purchase printed tests from LSAC.
- E. Licensee may distribute licensed content in print and electronic media. For electronic distribution (including online, DVD, or other formats), licensee agrees to implement security protocols no less stringent than those described in Exhibit 1, which is hereby incorporated into this Agreement as if fully set forth. Licensee may modify the security protocols described in Exhibit 1 from time to time, but must notify LSAC of any substantive changes and allow LSAC a two-week period for review and approval. Such approval shall not unreasonably be withheld.

5. Publication; Sample Copies

Licensee agrees to provide LSAC with the copies of its products using licensed content, as well as a user ID and password for its online content, for the purpose of monitoring compliance with the terms of this Agreement.

6. Notice of Third-Party Claims

Licensee agrees to notify LSAC immediately of any third-party claims related to the copyright of licensed questions.

FOR LSAC:

FOR LICENSEE:

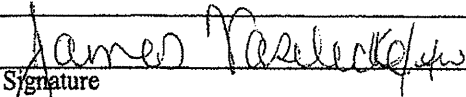

 Signature	 Signature
Jim Vaseleck Name	Rachel Vincent Name
Associate Corporate Counsel Title	Director of Research and Development Title
August 1, 2007 Date	8/1/07 Date

EXHIBIT 1, Page 1

## ONLINE RESOURCE CENTER

### STUDENT ENROLLMENT AGREEMENT

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EXHIBIT 1, Page 2

## DVDS

### DVD AGREEMENT

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### COPYRIGHT NOTIFICATION

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# EXHIBIT

8

**Williams, Felicia**

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**From:** Vaseleck, James  
**Sent:** Thursday, April 17, 2008 2:26 PM  
**To:** Williams, Felicia; 'Robin Singh'; 'Rachel Vincent'  
**Subject:** RE: TesMasters (California)

Hey Robin. Sorry to put you off, but my travel schedule has been hellish. It might help if you could send me an e-mail message with your issues or questions. Thanks! Jim

---

**From:** Williams, Felicia  
**Sent:** Wednesday, April 02, 2008 8:10 AM  
**To:** 'Robin Singh'; 'Rachel Vincent'  
**Subject:** RE: TesMasters (California)

Thank you. Jim is currently out of the country and will return April 22. I'll forward your information to him.

**Felicia**

---

**From:** Robin Singh [mailto:omm@testmasters.net]  
**Sent:** Tuesday, April 01, 2008 5:03 PM  
**To:** Williams, Felicia; Rachel Vincent  
**Subject:** RE: TesMasters (California)

Hey Felicia,

Before we provide any accounting or payment to the LSAC I need to speak to Jim Vaseleck about some issues regarding our licensing agreement. Please let him know that I can be reached on Thursday or Friday at 310-476-0686 or 310-752-0204.

Best regards,

Robin Singh

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**From:** Williams, Felicia [mailto:FWilliams@LSAC.org]  
**Sent:** Tue 3/25/2008 6:55 AM  
**To:** Rachel Vincent  
**Cc:** Robin Singh  
**Subject:** TesMasters (California)

Hi Rachel,

In accordance, with your license agreement dated August 1, 2007, an accounting of the number of students enrolled and questions used, along with the appropriate fees, was due on or about February 1, 2008.

Please let me know whether or not this information has been processed.

Also, note the next accounting information will be due July 31, 2008.

Thank you,

5/13/2008

**Felicia Williams**

**Williams, Felicia**

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**From:** Williams, Felicia  
**Sent:** Friday, March 07, 2008 2:56 PM  
**To:** 'Rachel Vincent'  
**Cc:** 'omm@testmasters.net'  
**Subject:** TesMasters (California)

Hi Rachel,

In accordance, with your license agreement dated August 1, 2007, an accounting of the number of students enrolled and questions used, along with the appropriate fees, was due on or about February 1, 2008.

Please let me know whether or not this information has been processed.

Also, note the next accounting information will be due July 31, 2008.

Thank you,  
**Felicia Williams**

# EXHIBIT

9



Law School Admission Council

James M. Vaseleck, Jr.

*Executive Assistant to the President and Associate Corporate Counsel*

May 13, 2008

Robin Singh  
TestMasters  
1620 26<sup>th</sup> Street  
Suite 1000 N  
Santa Monica CA 90404

Dear Robin:

As you know, the current license agreement between LSAC and TestMasters requires a semi-annual accounting and license-fee payment "on or about February 1<sup>st</sup> and July 31<sup>st</sup> of each year." The first such accounting and payment were due in February of this year, and LSAC has received neither an accounting nor a payment to date.

Felicia Williams has sent TestMasters two reminders about this obligation. In response to her most recent message, you replied that you had some licensing issues to discuss with me. I replied by e-mail on April 17 to ask that you put those issues to me in writing, but have not had a response.

Regardless of any questions that you may have, the obligation of TestMasters to provide the scheduled accounting and payment is clear and unequivocal from the license agreement language. As a courtesy to TestMasters, we have been flexible in granting you some leeway in terms of payment schedules in the past, particularly during that period when the company was getting its feet on the ground. We must now insist, however, that you strictly abide by the terms of the agreement we reached last year, including compliance with the accounting and payment schedule it contains.

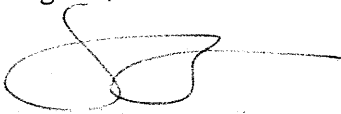
Please note that our willingness to accommodate your previous late payments does not represent a waiver of any rights LSAC has under the agreement, nor does it modify the fundamental terms of that agreement.

Robin Singh  
May 13, 2008  
Page 2 of 2

Please provide the required accounting and payment no later than Tuesday, June 10. If LSAC has not received this information and payment by that date, it will exercise its right to void the license pursuant to paragraph 3 of the license agreement.

Should you have any questions, I ask that you put them to me in writing. Thank you for your attention to this matter.

Regards,

A handwritten signature in black ink, appearing to read 'Jim Vaseleck', with a long horizontal stroke extending to the right.

Jim Vaseleck

# EXHIBIT

10

**Williams, Felicia**

**From:** Vaseleck, James  
**Sent:** Tuesday, June 03, 2008 11:12 AM  
**To:** VanTol, Joan; Williams, Felicia  
**Subject:** FW: Our License Agreement

For your files...

Fee: please note Robin's new email address. Thanks!

Jim

---

**From:** Vaseleck, James  
**Sent:** Tuesday, June 03, 2008 11:11 AM  
**To:** 'Robin Singh'  
**Subject:** RE: Our License Agreement

Thanks for the reply, Robin.

I can appreciate your cash-flow difficulties, but LSAC must insist that TestMasters comply with the accounting and fee schedule in the Agreement. I've been authorized to extend the deadline for two weeks, until Tuesday, June 17, but no further.

Thanks for your attention,

Jim

---

**From:** Robin Singh [mailto:rs@testmasters.net]  
**Sent:** Monday, June 02, 2008 4:06 AM  
**To:** Vaseleck, James  
**Subject:** Our License Agreement

Dear Jim,

I am in receipt of your May 13th letter in which you have demanded a full accounting and payment of license fees no later than June 9th. Unfortunately, due to our protracted litigation with two of your other licensees, TES and Blueprint, we have been paying several hundred thousand dollars a month in legal fees and the company is currently running in the red. If TES were to succeed in stealing our name, we would go out of business. Similarly, if Blueprint were to succeed in stealing our product, we would go out of business. Consequently, for the past several years we have been forced to invest heavily in legal representation in order to survive.

I ask that you permit us to give the LSAC a full accounting and payment on July 31st, which is the next due date specified in our agreement. We typically receive a huge influx of revenue in July, so I am confident that we could pay you in full at the end of that month.

Please let me know whether this proposal is acceptable to you.

Sincerely,

Robin

8/21/2009

# EXHIBIT

11

----- Original Message -----

From: Robin Singh <rs@testmasters.net>

To: Vaseleck, James

Cc: normintonlaw@mac.com <normintonlaw@mac.com>; hzavareei@tzlegal.com  
<hzavareei@tzlegal.com>

Sent: Mon Jun 16 16:57:36 2008

Subject: Your Demand

Jim,

We are sending you a check today via FedEx that you should receive tomorrow. The check is for \$264,040 and covers the licensing fees for students who enrolled in our full-length and weekend courses for the December 2007 and February 2008 LSAT administrations (2184 full-length course students and 560 weekend course students). Please contact us tomorrow to confirm that you have received the check.

I view the LSAC's demand for this payment as a form of extortion. When we entered into the licensing agreement with the LSAC, you assured us that the LSAC would take any and all steps necessary to prevent the unauthorized use of LSAT questions. That was a lie. Many, if not all, of the questions are publicly available on the internet, and a large number of commercial entities are using the questions free of charge. This has unfairly put TestMasters at a severe disadvantage in the marketplace. It makes no sense that TestMasters should have to pay the LSAC \$115 per student when so many others are paying nothing at all.

The fact that TestMasters is making this payment in no way implies that we believe that the LSAC is entitled to it. We are making this payment because you have put a gun to our heads and we have no choice. As you know, if you terminated our license and succeeded in enjoining us from using LSAT questions, TestMasters would be forced out of business. Obviously, as the company CEO my job is to make sure that does not happen. That is why I have decided to comply with your unjust demand. I can assure you that TestMasters will use all legal means available to recoup the money we have paid you.

I also view the LSAC's threat to terminate our license as a form of retaliation against TestMasters for exposing the fact that the LSAC condones mass cheating on the LSAT. As you are well aware, in an effort to obstruct justice the LSAC has allied itself with Blueprint, a criminal enterprise, and has done everything in its power to prevent the truth from coming out. The LSAC has perpetuated an outrageous system in which unethical law school applicants have an advantage over ethical ones. I am going to pour my heart and soul into making sure that this system is reformed, and frankly, I do not believe that people like yourself and Joan Van Tol should be the gatekeepers to our nation's legal profession.

Robin

**TestMasters**1620 26th Street, Suite 1000N  
Santa Monica, CA 90404CITY NATIONAL BANK  
1620 26TH STREET, NORTH TOWER  
SANTA MONICA, CA 90404  
(310) 553-4262

16-1606/1220

53066

6/16/2008

PAY TO THE  
ORDER OF

Law School Admission Council


\$ \*\*264,040.00

Two Hundred Sixty-Four Thousand Forty and 00/100\*\*\*\*\*

DOLLARS

Law School Admission Council  
Attn: Accounts Receivable  
P O Box 2600  
Newtown, PA 18940-0979

VOID AFTER 90 DAYS

  
AUTHORIZED SIGNATURE Security features  
included. Details  
on back.

MEMO

Licensing Fees

⑈053066⑈ ⑆122016066⑆ 017⑈241656⑈

TestMasters

Law School Admission Council

Licensing Fees

6/16/2008

53066

264,040.00

TestMasters

Licensing Fees

264,040.00

# EXHIBIT

12

**Williams, Felicia**

**From:** Williams, Felicia  
**Sent:** Thursday, March 12, 2009 1:50 PM  
**To:** Rachel Vincent  
**Cc:** Robin Singh  
**Subject:** TesMasters

Hi Rachel,

In accordance with the current license agreement between LSAC and TestMasters, semi-annual accounting and license fee payments are due to LSAC on or about February 1<sup>st</sup> and July 31<sup>st</sup> of each year.

Please let me know whether or not the current information due has been processed.

Also note, this agreement expires July 31, 2009.

Thank you,  
**Felicia Williams**

**Williams, Felicia**

**From:** Williams, Felicia  
**Sent:** Friday, March 20, 2009 3:36 PM  
**To:** Rachel Vincent  
**Subject:** TesMasters

Hi Rachel,

In accordance with the current license agreement between LSAC and TestMasters, semi-annual accounting and license fee payments are due to LSAC on or about February 1<sup>st</sup> and July 31<sup>st</sup> of each year.

Please let me know whether or not the current information due has been processed.

Also note, this agreement expires July 31, 2009.

Thank you,  
**Felicia Williams**

8/28/2009

**Williams, Felicia**

**From:** Rachel Vincent [rachel@testmasters.net]  
**Sent:** Friday, March 20, 2009 4:12 PM  
**To:** Williams, Felicia  
**Cc:** Robin Singh  
**Subject:** RE: TesMasters

Felicia,

Thank you so much. I will look into this and get back to you first thing next week.

Rachel

---

Rachel Vincent  
Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
rachel@testmasters.net

-----Original Message-----

From: Williams, Felicia [mailto:FWilliams@LSAC.org]  
Sent: Fri 3/20/2009 12:36 PM  
To: Rachel Vincent  
Subject: TesMasters

Hi Rachel,

In accordance with the current license agreement between LSAC and TestMasters, semi-annual accounting and license fee payments are due to LSAC on or about February 1st and July 31st of each year.

Please let me know whether or not the current information due has been processed.

Also note, this agreement expires July 31, 2009.

Thank you,

Felicia Williams

8/28/2009

**Williams, Felicia**

**From:** Rachel Vincent [rachel@testmasters.net]  
**Sent:** Friday, March 20, 2009 9:07 PM  
**To:** Williams, Felicia  
**Cc:** Robin Singh  
**Subject:** RE: TestMasters

Felicia,

I just spoke to Steve Che, who handles the student accounting for TestMasters, and he will be out of the office until the week of April 6th. But he told me he would complete the accounting by Friday, April 10th. I will follow up with you then.

Best,

Rachel

---

Rachel Vincent  
Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
rachel@testmasters.net

-----Original Message-----

**From:** Williams, Felicia [mailto:FWilliams@LSAC.org]  
**Sent:** Fri 3/20/2009 12:36 PM  
**To:** Rachel Vincent  
**Subject:** TesMasters

Hi Rachel,

In accordance with the current license agreement between LSAC and TestMasters, semi-annual accounting and license fee payments are due to LSAC on or about February 1st and July 31st of each year.

Please let me know whether or not the current information due has been processed.

Also note, this agreement expires July 31, 2009.

Thank you,

Felicia Williams

8/21/2009

**Williams, Felicia**

**From:** Rachel Vincent [rachel@testmasters.net]  
**Sent:** Tuesday, April 28, 2009 8:00 PM  
**To:** Williams, Felicia  
**Subject:** RE: TestMasters

Hi Felicia,

I just checked in with Steve Che. He is getting those numbers together. We had paid through the Feb 08 test. We will have a check in the mail for you on Monday that will cover through the Feb 09 test enrollments.

Thanks Felicia. I will get back to you early next week regarding the soon to expire contract.

Rachel

---

**Rachel Vincent**

Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

---

**From:** Williams, Felicia [mailto:FWilliams@LSAC.org]  
**Sent:** Thu 4/23/2009 5:28 AM  
**To:** Rachel Vincent  
**Subject:** RE: TestMasters

Hi Rachel,

Any update?

---

**From:** Rachel Vincent [mailto:rachel@testmasters.net]  
**Sent:** Saturday, March 21, 2009 6:37 AM  
**To:** Williams, Felicia  
**Cc:** Robin Singh  
**Subject:** RE: TestMasters

Felicia,

I just spoke to Steve Che, who handles the student accounting for TestMasters, and he will be out of the office until the week of April 6th. But he told me he would complete the accounting by Friday, April 10th. I will follow up with you then.

Best,

Rachel

---

Rachel Vincent  
Director of Research and Development  
TestMasters

8/21/2009

1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
rachel@testmasters.net

-----Original Message-----

From: Williams, Felicia [<mailto:FWilliams@LSAC.org>]  
Sent: Fri 3/20/2009 12:36 PM  
To: Rachel Vincent  
Subject: TesMasters

Hi Rachel,

In accordance with the current license agreement between LSAC and TestMasters, semi-annual accounting and license fee payments are due to LSAC on or about February 1st and July 31st of each year.

Please let me know whether or not the current information due has been processed.

Also note, this agreement expires July 31, 2009.

Thank you,

Felicia Williams

8/21/2009

**Williams, Felicia**

**From:** Williams, Felicia  
**Sent:** Monday, May 18, 2009 12:52 PM  
**To:** 'Rachel Vincent'  
**Subject:** RE: payment and preptest 55

Hi Rachel.

Thanks for the update. I heard from Steve some time ago, but we have not received the February payment. Upon receive the required accounting information I will forward the two most current PrepTests to you.

Please keep in mind your current agreement expires July 31, 2009.

Thank you,

Felicia Williams

**From:** Rachel Vincent [mailto:[rachel@testmasters.net](mailto:rachel@testmasters.net)]  
**Sent:** Wednesday, May 13, 2009 6:39 PM  
**To:** Williams, Felicia  
**Subject:** payment and preptest 55

Felicia,

Steve is working on those numbers still although it has taken longer than he thought. I will keep you updated.

Also, I have been looking everywhere for the PDF of preptest 55 and can't find it. Could you send that to me?

Thank you very much.

Rachel

---

**Rachel Vincent**  
Director of Research and Development  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

8/21/2009

**Williams, Felicia**

**From:** Rachel Vincent [rachel@testmasters.net]  
**Sent:** Wednesday, May 13, 2009 6:39 PM  
**To:** Williams, Felicia  
**Subject:** payment and preptest 55

Felicia,

Steve is working on those numbers still although it has taken longer than he thought. I will keep you updated.

Also, I have been looking everywhere for the PDF of preptest 55 and can't find it. Could you send that to me?

Thank you very much.

Rachel

---

**Rachel Vincent**

Director of Research and Development  
**TestMasters**  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404  
800.696.5728 x303  
fax 310-828-9104  
[rachel@testmasters.net](mailto:rachel@testmasters.net)

8/28/2009

**Williams, Felicia**

**From:** Steve Che [steve@testmasters.net]

**Sent:** Thursday, May 07, 2009 3:58 AM

**To:** Williams, Felicia

**Subject:** TestMasters Enrollment Count

Hey Felicia,

I'm finally back in the office and I will do my best to get you the data you requested sometime next week.

Steve Che

8/21/2009

# EXHIBIT

13

**Williams, Felicia**

**From:** Williams, Felicia  
**Sent:** Thursday, July 16, 2009 11:02 AM  
**To:** 'Steve Che'; 'Rachel Vincent'  
**Subject:** RE: TestMasters Accounting Information  
**Importance:** High

Rachel and Steve,

In reviewing our records, we have yet to receive payment for the current accounting information submitted. Please let me know if a check has been processed and mailed to LSAC.

As a reminder TestMasters' current agreement expires July 31, 2009.

Felicia

**From:** Williams, Felicia  
**Sent:** Tuesday, June 23, 2009 8:31 AM  
**To:** 'Steve Che'  
**Subject:** RE: TestMasters Accounting Information

Thank you.

Will you forward payment?

Felicia Williams  
 Law School Admission Council  
 662 Penn Street | Newtown, PA 18940 | USA  
 215.968.1162 | 215-944-3162

**From:** Steve Che [mailto:steve@testmasters.net]  
**Sent:** Monday, June 22, 2009 9:23 PM  
**To:** Williams, Felicia  
**Subject:** TestMasters Accounting Information

Felicia,

We have completed a full accounting of our students enrolled in our full-length and weekend courses for the June 2008, October 2008, December 2008, and February 2009 administrations. The totals come out to 7,713 full-length course students and 852 weekend course students. Below is a table breaking down the enrollment numbers corresponding to each test administration.

<b>Full Length Course</b>	
June 2008:	2,168
October 2008:	3,660
December 2008:	1,262
February 2009:	623
<b>Total:</b>	<b>7,713</b>
<b>Weekend Course</b>	
June 2008:	177

8/28/2009

October 2008:	327
December 2008:	235
February 2009:	113
Total:	852

Best regards,

Steve Che

8/28/2009

# EXHIBIT

14



Law School Admission Council

James M. Vaseleck, Jr.

*Executive Assistant to the President and Associate Corporate Counsel*

4 August 2009

Robin Singh  
TestMasters  
1620 26<sup>th</sup> Street, Suite 1000 North  
Santa Monica, CA 90404

Dear Robin:

I am writing to demand that you immediately cease and desist from any use of LSAC's proprietary content, including LSAT questions, answers, answer keys, and auxiliary material. I make this demand for two reasons.

First, the license agreement between TestMasters and LSAC expired on July 31, 2009 and there no longer is a valid license agreement between TestMasters and LSAC in place.

Second, despite our repeated requests for payment of the licensing fee due on February 1, 2009, we have not yet received payment from you. That payment is now six months past due.

Accordingly, please confirm in writing by no later than 5:00 PM, ET, August 11, 2009 that you have discontinued your use of LSAC's content. Any continued use of LSAC's proprietary content by TestMasters after that time will constitute willful infringement of LSAC's proprietary rights to that content.

LSAC would prefer to resolve this matter amicably, and assumes you would as well. To that end, LSAC would be willing to consider a request for a new license agreement moving forward, but LSAC will not negotiate or enter into an agreement with TestMasters until TestMasters has satisfied all of its prior commitments under the expired agreement, including the past-due February payment and the accounting and payment due at the end of July, 2009.

Please note that the foregoing is offered for settlement purposes only and is without prejudice to any of LSAC's rights in this matter.

I look forward to receiving your acknowledgment of cessation of use of LSAC's materials presently.

Yours,

A handwritten signature in black ink, appearing to be "Jim Vaseleck", written over a horizontal line.

Jim Vaseleck

cc: Brett I. Miller, Esq., Morgan Lewis

# EXHIBIT

15

**Vaseleck, James**

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**From:** Robin Singh [rs@testmasters.net]  
**Sent:** Sunday, August 09, 2009 2:19 PM  
**To:** Vaseleck, James  
**Cc:** bmiller@morganlewis.com  
**Subject:** August 4th Letter

Dear Jim,

I am in receipt of your letter of August 4th. We would very much like to resolve this matter amicably as well. Obviously, we cannot discontinue using LSAT questions as of August 11th, since this would require TestMasters to shut down its business completely and leave thousands of students without an LSAT course midway through their preparation. I do not believe that the LSAC would want either of those two things to happen.

We will provide you with a substantive response in writing no later than August 24th. I look forward to working with you to resolve this matter.

Best regards,

Robin

# EXHIBIT

16

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004  
Tel: 202.739.3000  
Fax: 202.739.3001  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**Brett I. Miller**  
202.739.5846  
bmiller@morganlewis.com

August 12, 2009

**VIA OVERNIGHT COURIER AND E-MAIL**

Mr. Robin Singh  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404

Re: Unauthorized Use of LSAC Content

Dear Mr. Singh:

This firm represents the Law School Admission Council ("LSAC") in connection with intellectual property and other matters. As a threshold matter, if you are represented by counsel in intellectual property matters, please provide me with your counsel's contact information so that I may direct all future communications to him or her. LSAC has asked us to follow up with you directly regarding your August 9, 2009 e-mail response to Jim Vaseleck's letter dated August 4, 2009 objecting to TestMaster's continued unauthorized use of LSAC's proprietary LSAT questions, answers, answer keys, and related materials ("LSAT Material").

In his August 4, 2009 letter, Mr. Vaseleck made LSAC's position in this matter quite clear and I reiterate it here in order to avoid any confusion on your part. In short, the license agreement under which TestMasters previously had the limited right to use LSAT Materials expired on July 31, 2009. Accordingly, TestMasters' continued use of the LSAT Materials, notwithstanding LSAC's clear and unequivocal objection, constitutes willful infringement of LSAC's proprietary rights in the LSAT Materials. As you may be aware, remedies for willful violations of LSAC's copyrights include (but are not limited to) injunctive relief, statutory damages of up to \$150,000 per work infringed, recovery of your profits, as well as an award of attorneys' fees and costs incurred in prosecuting the matter. Moreover, TestMasters has liability for breach of contract for its failure to make timely payment of licensing fees in direct violation of the express terms of the license agreement.

LSAC considers your disregard of its demands a very serious matter. LSAC has been endeavoring for months to address your refusal to pay licensing fees in an amicable manner. As an illustration of its good faith, LSAC has even expressed its willingness to consider extending

Robin Singh  
August 12, 2009  
Page 2

Morgan Lewis  
COUNSELORS AT LAW

TestMasters a license moving forward, provided TestMasters fulfills its prior licensing fee payment objections. Under the circumstances, you have left LSAC no choice but to demand the immediate cessation of use of the LSAT Materials. In response to the implication in your e-mail, any impact that LSAC's demands may have on TestMasters' business is, indeed, regrettable. However, the disruption of your business is an entirely foreseeable consequence of your disregard of LSAC's rights and it in no way excuses your unlawful conduct.

Accordingly, in order to rectify this situation and avoid further action by LSAC, TestMasters must, by no later than 5:00 p.m. on Wednesday, August 19, 2009, either

(1) confirm in writing that TestMasters (a) has discontinued any and all use of the LSAC Materials, (b) has destroyed all copies of LSAT Materials in its possession or control in any and all media, (c) will refrain from any future use of LSAT Materials without express authorization of LSAC; or

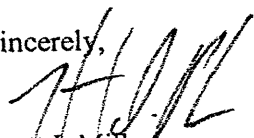
(2) remit to LSAC, in full, all past license fees due to LSAC under your prior agreement, and enter into a proper license authorizing your continued use of the LSAT Materials under terms to be negotiated by the parties.

If you would like to pursue the second alternative, I suggest you contact Mr. Vaseleck presently regarding the means by which you will be making payment and to ensure that the license can be put into place prior to the deadline above. At this juncture, there is ample time to finalize an appropriate license if you act in a timely fashion. If you fail to do so, LSAC will not grant any extension of the deadline to enter into the license or, alternatively, to cease your use of the LSAT Materials.

In the unfortunate event you fail to satisfy any of the conditions set forth above, LSAC will have no choice but to consider all avenues available to it to protect its rights. Again, please note that LSAC's proposal to resolve this matter as outlined above is without prejudice to any of its rights in this matter.

We look forward to your prompt compliance.

Sincerely,

  
Brett F. Miller

cc: James M. Vaseleck, Esq.

# EXHIBIT

17

**Williams, Felicia**

**From:** Vaseleck, James  
**Sent:** Friday, August 21, 2009 10:40 AM  
**To:** Williams, Felicia  
**Subject:** FW: Brett Miller's August 12th Letter

For the file...

---

**From:** Robin Singh [mailto:rs@testmasters.net]  
**Sent:** Wednesday, August 19, 2009 03:02  
**To:** Vaseleck, James  
**Subject:** Brett Miller's August 12th Letter

Dear Jim,

I am in receipt of Brett Miller's letter in which he demanded that I contact you by today. He also demanded that TestMasters either (1) stop using LSAT questions copyrighted by the LSAC or (2) pay all of the fees that are currently due under our licensing agreement. Unfortunately, we are currently not in a position to do either one of those things.

As I stated previously, we cannot discontinue using LSAT questions copyrighted by the LSAC, since this would require TestMasters to shut down its business completely. And at this moment we cannot pay all of the fees due under our licensing agreement because we do not have the funds to do so. Our litigation with Blueprint and TES has completely drained our financial resources, leaving us with barely enough money to pay our operational expenses for the rest of 2009. Fortunately, the expensive parts of those lawsuits are finally over, and basically the only work that remains to be done is on the appellate level, which is far less costly than the discovery process and trial. I expect that TestMasters will return to financial normality by early 2010.

I have read over our licensing agreement and I acknowledge that we are obligated to pay you in full under the terms of that agreement, notwithstanding my concerns that the LSAT questions may now be in the public domain. If I could, I would pay you those fees in full today, but I cannot. So with respect to those fees, here is what I propose: TestMasters pays the LSAC a token "good faith" amount right now (50K, maybe 100K), and then pays off everything in full by March of 2010. Also, the Blueprint principals and their co-conspirators currently owe us over three million dollars in civil judgments. If we collect that money before March of 2010, we will pay you in full at that time.

I am also willing to enter into a new licensing agreement with the LSAC, but only if we can get some concrete assurances that the LSAC will take action to stop the widespread use and exchange of LSAT questions on the internet, which has now reached an all-time high, and prevent those organizations who are not paying licensing fees from using and copying LSAT questions. I hope you understand where I'm coming from here. I do not want to be trapped eternally in an economically disadvantageous position where TestMasters is paying to use LSAT questions while others are not.

Jim, I would very much like to speak to you directly so that we can resolve this matter and move forward. Please let me know if and when you are available to talk.

Best regards,

Robin

8/21/2009

# EXHIBIT

18

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004  
Tel: 202.739.3000  
Fax: 202.739.3001  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**Brett I. Miller**  
202.739.5846  
bmiller@morganlewis.com

August 21, 2009

**VIA OVERNIGHT COURIER AND E-MAIL**

Mr. Robin Singh  
TestMasters  
1620 26th Street, Suite 1000 North  
Santa Monica, CA 90404

Re: Unauthorized Use of LSAC Content

Dear Mr. Singh:

I am writing in follow up to your August 19, 2009 e-mail to James Vaseleck, responding to my letter dated August 12, 2009. As you have not indicated whether you are represented by counsel in this matter, we assume that you are not. If our understanding is not correct or, in the event of a change in this regard, we trust you will provide us with your counsel's contact information so that we may direct future correspondence to him or her.

In short, your August 19, 2009 e-mail is not satisfactory to the Law School Admission Council ("LSAC"). Your correspondence is consistent with your August 9 e-mail in that it plainly evidences your willful disregard for LSAC's rights, and represents a clear admission of your (1) material breach of the prior license agreement, (2) a continuing obligation to pay for past royalties totaling at least \$906,591, and (3) willful infringement of LSAC's intellectual property.

Putting aside the question of damages for breach of your prior agreement, I would like to remind you of what is at stake in terms of your potential liability in connection with TestMaster's infringing conduct. The copyrights in the vast majority of the LSAT Materials are registered with the U.S. Copyright Office. Under these circumstances, LSAC may elect to recover statutory damages of up to \$150,000 *per work infringed*, as an alternative to actual damages. Given the number of works implicated here and willfulness of your conduct, a damages award of millions of dollars is possible. Moreover, if LSAC is successful in its claim against you, LSAC may recover its attorneys' fees and court cost, in the discretion of the court. Moreover, I note that copyright infringement and other intellectual property violations are torts for which personal liability attach. Accordingly, if LSAC is forced to pursue this matter further, it will seek

Robin Singh  
August 21, 2009  
Page 2

Morgan Lewis  
COUNSELORS AT LAW

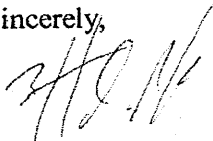
recovery not only from TestMasters, but also from all representatives of TestMasters responsible for or involved in the infringing conduct.

In a final effort to bring this matter to a close without resort to litigation, LSAC is willing to resolve the matter of your past breach under the terms of the enclosed settlement agreement. This settlement agreement must be executed and returned to us via facsimile (202.739.3001) by no later than **Tuesday, August 25, 2009**. The substantive terms of this settlement agreement are non-negotiable.

With regard to your prospective use of the LSAT Materials, LSAC is willing to consider extending a license to TestMasters, under LSAC's standard terms, only after we receive the executed settlement agreement from you. In that event, in order to resolve this matter amicably, you must, by no later than **Monday, August 31, 2009**, either (1) enter into a proper prospective license, or (2) confirm in writing that TestMasters (a) has discontinued any and all use of the LSAT Materials; (b) has destroyed all copies of LSAT Materials in its possession or control in any and all media; and (c) will refrain from any future use of LSAT Materials without express authorization of LSAC.

If you fail to agree to these terms, LSAC will pursue all avenues available to it to protect its rights and recover the monetary and injunctive remedies available to it under applicable law. LSAC's proposal to resolve this matter as outlined above is without prejudice to any of its rights in this matter.

Sincerely,



Brett I. Miller

Enclosure

cc: James M. Vaseleck, Esq. (w/encl.)

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is effective as of August 25, 2009, by and between Law School Admission Council, Inc. ("LSAC"), having a principal place of business at 662 Penn Street, Newtown, Pennsylvania 18940, and Robin Singh Educational Services Inc. d/b/a TestMasters ("TestMasters"), having a principal place of business at 1620 26th Street, Suite 1000 North, Santa Monica, California 90404.

WHEREAS, LSAC and TestMasters were parties to a license agreement dated August 1, 2007 ("LSAT License Agreement"), under which TestMasters was granted a license to use LSAC's proprietary LSAT questions, answers, answer keys, and related materials ("LSAT Materials") for a term from August 1, 2007 to July 31, 2009 in exchange for licensee fee payments described in that agreement.

WHEREAS, on July 31, 2009, the LSAT License Agreement expired with TestMasters having failed to provide one required accounting, due July 31, 2009 (the "Past-Due July Accounting"); and two required payments, due February 1, 2009 (in the amount of \$906,591) and July 31, 2009 (collectively, the "Unpaid License Fees").

WHEREAS, notwithstanding its express acknowledgement of its obligation to do so, TestMasters has failed to pay the Unpaid License Fees despite numerous demands by LSAC for payment.

WHEREAS, the parties wish to resolve their dispute regarding the Unpaid License Fees consistent with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and adequacy of which the parties acknowledge, the parties hereby agree as follows:

1. TestMasters agrees to pay the Unpaid License Fees to LSAC according to the following payment schedule:

(a) On or before August 28, 2009, TestMasters will pay LSAC the sum of \$100,000 via wire transfer as specified in Section 3.

(b) On or before September 15, 2009, TestMasters will provide the Past-Due July Accounting.

(c) On or before November 1, 2009, TestMasters will pay LSAC fifty percent (50%) of the then-outstanding balance of Unpaid License Fees, which shall include the amount specified in the Past-Due July Accounting, via wire transfer as specified in Section 3.

(d) On or before March 1, 2010, TestMasters will pay LSAC the outstanding balance of fifty percent (50%) of the Unpaid License Fees via wire transfer as specified in Section 3.

2. In the event that TestMasters receives, at any time prior to March 1, 2010, any monetary recovery in connection with any litigation, including, but not limited to, litigation between TestMasters and Blueprint Test Preparation or Test Masters Educational Services, Inc., TestMasters will pay LSAC as follows:

(a) if the monetary recovery is equal to or greater than the then-outstanding balance of Unpaid License Fees, TestMasters will pay the then-outstanding balance of Unpaid License Fees to LSAC within three (3) days of such recovery via wire transfer as specified in Section 3.

(b) if the monetary recovery is less than the then-outstanding balance of Unpaid License Fees, TestMasters will pay the total amount of the monetary recovery to LSAC within three (3) days of such recovery via wire transfer as specified in Section 3, and will pay the remaining outstanding balance of Unpaid License Fees to LSAC in accordance with the provisions of Section 1.

3. The bank details for the wire payments required under Sections 1 and 2 are as follows:  
Citizens Bank  
2001 Market Street  
Philadelphia, PA 19103  
Account No.: 610172 663 4  
Account name: Law School Admission Council  
ABA Routing Number: 036076150

4. In the event of a breach by TestMasters of its payment obligations set forth in Sections 1 and 2 of this Agreement, the then-outstanding balance of Unpaid License Fees will become immediately due and payable. Should a court of competent jurisdiction determine that TestMasters has breached this Agreement, and notwithstanding any then-existing license agreement between LSAC and TestMasters related to the LSAT Materials, TestMasters hereby consents to the entry of an order (a) permanently enjoining TestMasters from using, distributing, reproducing, publishing, displaying, offering for sale, license, or any other purpose, the LSAT Materials, in whole or in part, and in any media now known or later developed, and (b) directing TestMasters to destroy all copies of LSAT Materials in its possession or control in any and all media. TestMasters agrees not to contest the entry of such permanent injunction.

5. Subject to TestMasters' performance under this Agreement, LSAC releases and discharges TestMasters and its agents, officers, directors, partners, employees, shareholders, legal representatives, administrators, executors, successors, heirs, assigns, subsidiaries, parents, affiliates and related companies from any and all claims, demands, liabilities, expenses, damages, rights in equity or law, and causes of action, now known or hereafter known, arising from the LSAT License Agreement and TestMasters' use of the LSAT Materials prior to July 31, 2009. For the avoidance of doubt, in the event of a breach by TestMasters of its payment obligations set forth in Sections 1 and 2 of this Agreement, the aforesaid release will be null and void.

6. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without reference to its principles of conflicts of laws. The parties hereby consent to the jurisdiction of the state and federal courts located in the city of Philadelphia, Pennsylvania in any action arising out of or relating to this Agreement, or any other dispute related to the LSAT Materials or between the parties.

7. This Agreement constitutes the entire agreement of the parties hereto regarding the subject matter hereof and supersedes all prior correspondence, agreements and negotiations concerning same. The terms and conditions of this Agreement or any part of them may be amended only by a writing executed by both parties.

8. This Agreement shall inure to the benefit of and be binding upon LSAC and TestMasters and their respective affiliates, related companies, principals, legal representatives, successors, licensees and assigns.

9. Waiver by LSAC of any breach, or failure by LSAC to enforce the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive the right of LSAC to enforce strict compliance by TestMasters with respect to any term or condition of this Agreement.

10. In the event any provision of this Agreement shall be deemed to be void, unlawful or otherwise unenforceable by a court of competent jurisdiction, such provision shall be deemed severable from the remainder of this Agreement which otherwise shall continue to be in full force and effect.

11. This Agreement may be executed in duplicate, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Fax signatures shall be sufficient and fully binding.

12. Each party represents and warrants that it has full authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as evidenced by the following signatures.

Law School Admission Council, Inc.

Robin Singh Educational Services Inc.  
d/b/a TestMasters

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT

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**Miller, Brett I.**

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**From:** Robin Singh [rs@testmasters.net]  
**Sent:** Thursday, August 27, 2009 3:33 AM  
**To:** Miller, Brett I.  
**Cc:** jvaseleck@lsac.org; Washington, Joseph E.; Alpert, Rochelle D.; Ordin, Andrea Sheridan  
**Subject:** RE: Unauthorized Use of LSAC Content

Brett,

I'm sorry I didn't get back to you sooner, but I was teaching up in Berkeley this past weekend and the last few days have been exceptionally hectic. I am willing to agree to some but not all of the terms of your proposed agreement.

1b--Steve Che does the student accounting for TestMasters and he will not be available to do it until the week of September 14-18. We can get you the accounting that you are requesting no later than Monday, September 21st.

1c--I'm not going to make a promise unless I know that I can keep it. If we have funds available by November 1st to pay off some of the balance, I will certainly do that via check.

1d--I can guarantee that I can pay all of the current outstanding licensing fees via check by March 15, 2010. That's a promise that I know I can keep.

2a--I will agree to that, except we would pay by check.

2b--I will agree to that, except we would pay by check.

6--I will never agree to that.

Finally, we would like to enter into a new licensing agreement and permanently end this dispute, but you have still not addressed my main concern that the LSAC is demanding that TestMasters pay for the use of these questions while letting numerous others use and distribute these same questions for free. I asked Jim to call me, but I have not heard back from him. Would you be willing to speak to me about this issue sometime this week? Please let me know.

Once again, I look forward to resolving this dispute amicably.

Best regards,

Robin

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**From:** Miller, Brett I. [mailto:bmiller@morganlewis.com]  
**Sent:** Mon 8/24/2009 1:16 PM  
**To:** Robin Singh  
**Cc:** jvaseleck@lsac.org; Washington, Joseph E.; Alpert, Rochelle D.; Ordin, Andrea Sheridan  
**Subject:** RE: Unauthorized Use of LSAC Content

Robin,

I understand from LSAC that your check has been received. We are hopeful that your payment of \$100,000, per Section 1(a) of the settlement agreement, is evidence of your intention to comply with the remaining terms of that agreement. For the avoidance of doubt, and in order to avoid litigation, LSAC expects Testmasters to comply with all of the requirements set forth in the settlement agreement. The deadline for agreeing to these terms, and returning the signed settlement agreement to us, remains Tuesday, August 25, 2009, as set forth in my letter dated August 21, 2009.

If you have any questions, please let me know.

Brett

COMMUNICATION SUBJECT TO RULE 408

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**Brett I. Miller**

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW | Washington, DC 20004  
Direct: 202.739.5846 | Main: 202.739.3000 | Fax: 202.739.3001  
[bmiller@morganlewis.com](mailto:bmiller@morganlewis.com)  
[www.morganlewis.com](http://www.morganlewis.com)  
Assistant: Susan E. Densford | 202.739.5429 | [sdensford@morganlewis.com](mailto:sdensford@morganlewis.com)

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**From:** Robin Singh [<mailto:rs@testmasters.net>]  
**Sent:** Friday, August 21, 2009 4:54 PM  
**To:** Miller, Brett I.  
**Cc:** [jvaseleck@lsac.org](mailto:jvaseleck@lsac.org); Washington, Joseph E.  
**Subject:** RE: Unauthorized Use of LSAC Content

Dear Brett,

I already fedexed a check for \$100,000 to Jim this morning. I hope that will satisfy provision 1a.

Robin

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**From:** Miller, Brett I. [<mailto:bmiller@morganlewis.com>]  
**Sent:** Fri 8/21/2009 1:17 PM  
**To:** Robin Singh  
**Cc:** '[jvaseleck@lsac.org](mailto:jvaseleck@lsac.org)'; Washington, Joseph E.  
**Subject:** Unauthorized Use of LSAC Content

Please see the attached.

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**Brett I. Miller**

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