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23 Action Taken by Writt...Consent by iCare 3-23-10

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**ACTION TAKEN BY WRITTEN CONSENT
BY THE MEMBERS
OF
ICARE ACADEMIC, LLC**

In lieu of a meeting of the Members of iCare Academic, LLC (the "Company"), a Tennessee limited liability company, and to update the financial and governance membership interests of the Company, the Members of the Company, in accordance with the provisions of Section 48-223-101 of the Tennessee Limited Liability Company Act, hereby unanimously consent to taking action without a meeting, by written consent, and hereby take the following action:

The following Resolution is hereby adopted by unanimous vote of the initial Members:

Amendment to Operating Agreement Exhibit A.

RESOLVED: That Exhibit A of the Operating Agreement shall be amended to reflect the issuance to the University of Tennessee Research Foundation units representing financial and governance membership interests equal to ten percent (10%) of all units issued in iCare Academic, LLC.

The undersigned, being the Members of the Company, by signing this consent, waive all notice of the date, time, place and purpose of a meeting of the Members and agree to the transaction of the business hereinabove set forth by written consent of the said Members in lieu of such meeting. This consent shall be included in the minute book of the Company.

DATED: March 23, 2010.

APPROVED AND CONSENTED TO:

Matthew A. Bell

Chayawat Indranoi

Xueping Li

Tami H. Wyatt

EXHIBIT A

MEMBERS (AND ADDRESSES FOR NOTICES OF EACH)	INITIAL CAPITAL CONTRIBUTION INCLUDING AMOUNT OF CASH/AGREED VALUE OF OTHER PROPERTY/ SERVICES TO BE CONTRIBUTED AND TIMING OF CONDITIONS TO SUCH CONTRIBUTIONS	PERCENTAGE INTEREST IN FINANCIAL RIGHTS OF MEMBER	PERCENTAGE INTEREST IN GOVERNANCE RIGHTS OF MEMBER
Matthew Arthur Bell (tax matters member), BSN, RN 2450 E.J. Chapman Drive, Knoxville, TN 37996	\$0	22.5%	22.5%
Chayawat Indranoi, MIE 2450 E.J. Chapman Drive, Knoxville, TN 37996	\$0	22.5%	22.5%
Xueping Li, Ph.D. 2450 E.J. Chapman Drive, Knoxville, TN 37996	\$0	22.5%	22.5%
Tami Hodges Wyatt, Ph.D., RN, CNE 2450 E.J. Chapman Drive, Knoxville, TN 37996	\$0	22.5%	22.5%
University of Tennessee Research Foundation UT Conference Center, Suite 211, 600 Henley Street, Knoxville, TN 37996	\$0	10%	10%

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is dated as of March 8, 2010, and entered into by and between Delmar Cengage Learning, with offices located at 5 Maxwell Drive, Clifton Park, NY 12065, and iCare Academic (iCare), LLC with offices at 2450 E. J. Chapman Drive, Knoxville, TN 37996. In order to pursue a mutual business opportunity together, each party and/or its subsidiaries or affiliates is willing to furnish the other with certain information which is non-public, confidential or proprietary in nature. This oral, written, graphic, electronic or other information, in whole or in part, together with analyses, compilations, studies or other documents prepared by the receiving party and its employees, agents, advisors or representatives (collectively, "Representatives") that contain or otherwise reflect such information is hereinafter referred to as the "Information." Each party hereby confirms its interest in examining the Information and in consideration of the disclosing party furnishing the Information, agrees that:

1. Confidentiality. Each party will exercise due diligence to maintain all Information in confidence and will use the Information solely in connection with the purposes agreed upon between us. "Due diligence" shall mean at least the same precautions and standard of care which a reasonable person in such business would use to safeguard proprietary information of its own and its other clients.

2. Restriction in Use; No License. Each party agrees that the Information provided by or on behalf of the disclosing party shall at all times remain the exclusive property of the disclosing party and the receiving party will not use or disclose Information to anyone (other than its Representatives) without the disclosing party's prior written consent. No license to use any of the disclosing party's Information or intellectual property is granted by this Agreement, except as may be specifically required for the purpose of this Agreement, and then only for such purpose.

3. Reverse Engineering. The receiving party agrees not to, and not to attempt to, reverse engineer or decompile any software programs provided to it by the disclosing party under this Agreement.

4. Access; Return. The receiving party agrees to permit access to the Information only to its Representatives who need to know the Information for the purposes set forth herein and who shall be subject to a confidentiality obligation or undertaking that is at least as restrictive as the provisions of this Agreement. The receiving party agrees to notify the disclosing party of any breach by it or its Representatives of this Agreement of which the receiving party becomes aware, and in any event, the receiving party shall be responsible for any breach of this Agreement by any of its Representatives. Upon the disclosing party's request, except as may be required for archival or compliance purposes, and except for the portion of the Information that consists of analyses, compilations, studies or other documents prepared by the receiving party or its Representatives, the receiving party

agrees to return promptly the Information and any copies or extracts thereof. The receiving party shall destroy that portion of the Information which consists of analyses, compilations, studies or other documents prepared by it or its Representatives to the extent permitted by applicable law or regulation. If requested by the disclosing party, such destruction shall be certified in writing to it by one of the receiving party's authorized officers.

5. Scope Limitation. The term "Information" does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the receiving party or anyone to whom it transmits the information; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party or other legal or fiduciary obligation of secrecy; (c) the receiving party can document was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the disclosing party; or (d) is independently developed by the receiving party without use of, or reference to, the Information, as demonstrated by tangible evidence; or (e) is furnished by the disclosing party to others with written confirmation that such information is not confidential and may be disclosed.

6. Disclosure Legally Compelled. In the event that the receiving party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the receiving party will provide the disclosing party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing party may seek a protective order or other appropriate remedy (and if the disclosing party seeks such an order, the receiving party will provide such cooperation as the disclosing party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions of this Agreement, the receiving party will furnish only that portion of the Information which is legally required (in the opinion of its counsel).

7. Additional Restrictions on Disclosure and Contacts. Except as required by the rules and regulations of the Securities and Exchange Commission or any applicable stock exchange or securities commission (in which case the receiving party and its Representatives will use reasonable efforts to notify the disclosing party before complying with such rules and regulations), each party agrees not to, and will direct its Representatives not to, disclose to any third party (a) the existence or contents of this Agreement or (b) the fact that it is evaluating the Information or the possibility of a transaction with the other party.

8. Specific Performance. Each party acknowledges and agrees that, in the event of any breach of this Agreement by a party or its Representatives, the non-breaching party would be

irreparably and immediately harmed and could not be made whole by monetary damages. Without prejudice to any rights and remedies otherwise available, the non-breaching party shall be entitled to equitable relief by way of injunction, specific performance or otherwise if the breaching party or any of its Representatives breach any provision of this Agreement.

9. Competitive Development. Both of us recognize that the other (including certain of its corporate affiliates) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to those being considered under this Agreement. These services or products may be competitive with those of the other and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either of us from engaging independently in such activities, provided it does not use the Information of the other in order to do so.

10. No Representations. Neither party nor any of its respective directors, officers, employees, agents, advisors or Representatives have made or make any express or implied representation or warranty hereunder as to the accuracy or completeness of the Information and none of them shall have any liability hereunder to the other party or any of its Representatives relating to or resulting from use of the Information or for any errors therein or omissions therefrom. Each party also agrees that the other party is not entitled to rely on the completeness or accuracy of any Information. Each party expressly disclaims any and all liability for Information transmitted orally or in writing to the other party or its Representatives excepting only those particular representations and warranties which, in fact, are made in a definitive agreement, and subject to such limitations and restrictions as may be contained therein.

11. No Contract. This Agreement does not give rise to any intention, commitment or obligation of either party to buy or sell or to enter into any kind of business relationship with the other party.

12. Export Control Laws. Subject to the conditions of this Agreement, each party agrees not to export, directly or indirectly, any Information acquired pursuant to this Agreement or any product using any such Information, except

in accordance with applicable export control laws, rules and regulations.

13. Choice of Law. This Agreement will be governed by and construed under, the laws of the State of Tennessee, without regard to the principles of choice of law. This Agreement shall inure to the benefit of the parties and their respective successor and assigns.

14. Entire Agreement/Assignment. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument duly executed by both parties. Neither of us may assign this Agreement without the prior written consent of the other party.

15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

16. No Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

17. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has entered into this Mutual Nondisclosure Agreement by its duly authorized representative as of the date first above written.

CENGAGE LEARNING, INC.

By: 

Name: **Dave Garza**
Title: **Vice President, Career and Professional Editorial**

iCare Academic, LLC

By: 

Name: **Tami H. Wyatt, PhD, RN, CNE**
Title: **Co-Founder, iCare Academic, LLC**