
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 OF THE SECURITIES EXCHANGE ACT OF 1934

For the month of June 2018

Commission File Number: 001-33910

ATA Inc.

1/F East Gate, Building No.2, Jian Wai SoHo,
No.39, Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): N/A

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ATA Inc.

By: /s/ Amy Tung

Name: Amy Tung

Title: Chief Financial Officer

Date: June 27, 2018

2

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Deed of Assignment dated as of June 27, 2018 between ATA Inc., an entity controlled by Kevin Xiaofeng Ma, entities controlled by certain management members of ATA's subsidiary ATA Online (Beijing) Education Technology Co., Ltd., Zhuhai Lihonghuaying Equity Investment Partnership (LP), and certain other parties thereunder;
99.1	Press Release dated June 27, 2018.

3

does hereby assign to Assignee all of its rights to purchase 6.75% of the Equity Interests in ATA Online at the Second Closing (the “Assignment”, and such 15% of the Equity Interests in ATA Online subject to the Assignment, collectively, the “Assigned Shares”).

2. Assumption.

(i) Assignee hereby accepts the Assignment of Assignors’ rights to purchase the Assigned Shares, and (a) assumes and agrees, effective upon and from the date hereof, to comply with and abide by all of the terms, conditions, provisions and covenants on the part of a “Buyer” under the Purchase Agreement with respect to the Assigned Shares, including the obligation to pay ATA Learning at the Second Closing the amount of US\$30,000,000 as the purchase price for the Assigned Shares, and enjoy all such rights, representations and warranties, agreement and covenants given in favor of the Assignors as Buyers in connection with the transactions contemplated under the Purchase Agreement; and (b) represents and warrants to the Seller (except for the representations and warranties under Section 4.08 of the Purchase Agreement), severally and not jointly with any other Buyer, as of the date of this Deed and as of the Second Closing, that the representations and warranties set forth in Article IV of the Purchase Agreement (except for the representations and warranties under Section 4.08 of the Purchase Agreement) are, and shall be, true and correct with respect to the Assignee (it being understood, for purposes of this Deed, that the term “Buyer” in Article IV of the Purchase Agreement refers to the Assignee). Assignee acknowledges and agrees that the Assigned Shares, when transferred to Assignee, shall have the rights and obligations set forth with respect to the Equity Interests in ATA Online’s articles of association and any other agreement separately entered into by and among Assignors and Assignee, each as in effect from time to time. For the avoidance of doubt, Assignee shall not in any way be deemed to take any joint and several liability with respect to any obligations of any other Buyer.

(ii) Each Assignor hereby represents and warrants to Assignee and the Seller that the execution and delivery by such Assignor of this Deed and each ancillary agreement, if any, to which such Assignor is a party, the performance by such Assignor of its obligations hereunder and thereunder and the consummation by such Assignor of the transactions contemplated hereunder have been duly authorized by all requisite action on the part of such Assignor. This Deed has been, and, upon their execution, the ancillary agreements thereto to which such Assignor is a party shall have been, duly executed and delivered by such Assignor, and this Deed constitutes, and upon their execution each ancillary agreement to which such Assignor is a party shall constitute, legal, valid and binding obligations of such Assignor, enforceable against such Assignor in accordance with their respective terms, subject to the Enforceability Exceptions; and each Assignor has obtained consent from the Seller in connection of with the assignment hereunder; and the execution, delivery and performance of this Deed will not result in breach of any applicable laws or contracts binding on, or any constitutional documents of, any Assignor, and each Assignor shall have all the required capacity and due authorization to enter into and perform this Deed.

(iii) Assignee hereby represents and warrants to the Seller that the execution and delivery by Assignee of this Deed and each ancillary agreement, if any, to which Assignee is a party, the performance by Assignee of its obligations hereunder and thereunder and the consummation by Assignee of the transactions contemplated hereunder have been duly authorized by all requisite action on the part of Assignee. This Deed has been, and, upon their execution, the ancillary agreements thereto to which Assignee is a party shall have been, duly executed and delivered by Assignee, and this Deed constitutes, and upon their execution each ancillary agreement to which Assignee is a party shall constitute, legal, valid and binding obligations of Assignee, enforceable against Assignee in accordance with their respective terms, subject to the Enforceability Exceptions; and the execution, delivery and performance of this Deed will not result in breach of any applicable laws or contracts binding on, or any constitutional documents of Assignee, and Assignee shall have all the required capacity and due authorization to enter into and perform this Deed.

3. Reimbursement. It being understood that Assignee may incur loss, cost or expense under Section 7.02(c) or Section 8.02 of the Purchase Agreement (“Assignee Loss”), each Assignor, on a joint and several basis, hereby agrees to fully reimburse and hold harmless Assignee from and against any such Assignee Loss; *provided however*, in the event the Purchase Agreement is terminated due to Assignee’s breach of its representations, warranties, covenants or other agreements under the Purchase Agreement and this Deed, such Assignee Loss shall be borne by Assignee itself. Notwithstanding anything to the contrary in this Section 3, the Seller shall have the sole discretion to seek reimbursement or indemnification from any of Assignors and/or Assignee and/or Guarantors with respect to the amount that was originally obligated to be paid by Assignors and/or Guarantors under Section 7.02(c) or Section 8.02 or the Purchase Agreement.

4. Guarantee. Each Guarantor, on a joint and several basis, hereby unconditionally guarantees, as a primary obligor and not merely as a surety, any payment obligations of any Assignor under this Deed. Each Guarantor hereby waives any provision of any Law applicable hereto which restricts or in any way limits the rights of any obligee against a guarantor following a default or failure of performance by an obligor with respect to whose obligations the guarantee is provided. The guarantee in this Section 4 shall survive the termination of this Deed and shall remain in effect for so long as any Assignor has any guaranteed obligations hereunder.

5. Waiver.

(i) Section 2.04(c)(i) of the Purchase Agreement regarding the resolutions of the board of directors of ATA Online to approve the transfer of 31.5% ATA Online Shares are hereby waived by each of Assignors, Qixin and Assignee.

(ii) Section 6.02(a)(iii) of the Purchase Agreement regarding the Pledge of Sponsor Acquired Shares are hereby waived by the parties hereto (the “Waiver of Pledge of Sponsor Acquired Shares”).

6. Indemnification to Seller. Each of Assignors, Qixin and Guarantors hereby agrees to, severally and jointly, indemnify and hold harmless the Seller from any and all losses arising from or in connection with, (i) Buyer 1 and/or Buyer 2 (a) not

executing or joining as a party to this Deed or any amendment to the Purchase Agreement, and (b) not expressly consenting in writing this Deed and the transactions contemplated hereby, (ii) the consent of the Seller, ATA BVI and ATA Learning to the Waiver of Pledge of Sponsor Acquired Shares, (iii) any change to any Assignor's and/or any Guarantor's source of funds to pay the Purchase Price applicable to it, in the event such Assignor or Guarantor determines to procure for alternative financing instead of or as a supplement to the Debt Financing, without obtaining the express written consent of all parties to the Purchase Agreement, and (iv) the executing and performing this Deed and consummating the transactions contemplated hereby by the Seller, ATA BVI and ATA Learning.

7. Undertaking. The parties hereto agree to take such actions and to execute such documents, assignments, transfers or other writings or instruments as may be necessary, proper or required by law to evidence the assignment made herein.

8. Purchase Agreement. Except as expressly set forth in this Deed, nothing contained in this Deed shall be deemed or construed to increase, alter or modify any of the obligations, agreements, covenants or warranties of any Assignor, the Seller, ATA BVI or ATA Learning under the Purchase Agreement. In the event of any conflict or inconsistency between any of the terms of this Deed and any of the terms of the Purchase Agreement and/or any other agreements among the parties hereto, the terms of this Deed shall prevail in all respects, and the parties hereto shall exercise all voting and other rights and powers to make the provisions of this Deed effective, and not to take any actions that impair any provisions in this Deed.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered as a deed as of the date first above written.

EXECUTED AND DELIVERED AS A DEED)
by)
Ningbo Meishan Bonded Port Area)
Maikaiwen Equity Investment Management)
Partnership (LP) ())
))
(SEAL))

/s/ Hongxing Qian
Name: (Hongxing Qian)
Title: Authorized Signatory

in the presence of/whose signature is verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

EXECUTED AND DELIVERED AS A DEED)
by)
Ningbo Meishan Bonded Port Area)
Zhenming Equity Investment Management)
Partnership (LP) ())
))
(SEAL))

/s/ Shuqiu Zhao
Name: (Shuqiu Zhao)
Title: Authorized Signatory

in the presence of/whose signature is verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

[Signature Page to Deed of Assignment]

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered as a deed as of the date first above written.

EXECUTED AND DELIVERED AS A DEED)

Ningbo Meishan Bonded Port Area Xinyi
Equity Investment Management Partnership
(LP) ()
(SEAL)

/s/ Patrick Pei Yang
Name: (Patrick Pei Yang)
Title: Authorized Signatory

in the presence of/whose signature is
verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

EXECUTED AND DELIVERED AS A DEED
by
Ningbo Meishan Bonded Port Area Qixin
Equity Investment Management Partnership
(LP)()
(SEAL)

/s/ Yiping Zhu
Name: (Yiping Zhu)
Title: Authorized Signatory

in the presence of/whose signature is
verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

[Signature Page to Deed of Assignment]

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered as a deed as of the date first above written.

EXECUTED AND DELIVERED AS A DEED
by
New Beauty Holdings Limited ()
()

/s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma
Title: Authorized Signatory

in the presence of/whose signature is
verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

EXECUTED AND DELIVERED AS A DEED
by
Kevin Xiaofeng Ma

/s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma

)

in the presence of/whose signature is
verified by:

/s/ Xiujuan Li

Witness Name:

Address / Identity Card No. of Witness:

[Signature Page to Deed of Assignment]

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered as a deed as of the date first above written.

EXECUTED AND DELIVERED AS A DEED)
by)
ZHUHAI LIHONGHUAYING EQUITY)
INVESTMENT PARTNERSHIP (LP) (□□)
□□□□□□□□□□(□□□□))
(SEAL))

/s/ Cuifang (Tracy) Ma

Name:

Title: Authorized Signatory

in the presence of/whose signature is
verified by:

/s/ Fengjiao Liu

Witness Name:

Address / Identity Card No. of Witness:

[Signature Page to Deed of Assignment]

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered as a deed as of the date first above written.

EXECUTED AND DELIVERED AS A DEED)
by)
ATA Inc.)
)
)
)
)
)
)

/s/ Alec Tsui

Name: Alec Tsui

Title: Director

in the presence of/whose signature is
verified by:

/s/ Amy Tung

Witness Name:

Address / Identity Card No. of Witness:

EXECUTED AND DELIVERED AS A DEED)
by)
ATA Testing Authority (Holdings) Limited)
)
)
)
)
)

/s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Director

in the presence of/whose signature is
verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

[Signature Page to Deed of Assignment]

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered as a deed as of the date first above written.

EXECUTED AND DELIVERED AS A DEED)
by)
ATA Learning (Beijing) Inc. ()
()
()

) /s/ Kevin Xiaofeng Ma
) Name: Kevin Xiaofeng Ma
) Title: Legal Representative

in the presence of/whose signature is
verified by:

/s/ Xiujuan Li
Witness Name:
Address / Identity Card No. of Witness:

[Signature Page to Deed of Assignment]



ATA Announces Private Equity Firm LHHY to Become a Buyer in ATA Online Transaction

Beijing, China, June 27, 2018 — **ATA Inc. (“ATA” or the “Company”, Nasdaq: ATAI)**, a leading provider of advanced testing technologies and testing-related services in China, today announced that ATA, three of the four management buyers (the “Management Buyers”), holding companies controlled by certain management members of ATA’s subsidiary ATA Online (Beijing) Education Technology Co., Ltd. (“ATA Online”), and certain other parties have entered into a Deed of Assignment (the “Deed”) with Zhuhai Lihonghuaying Equity Investment Partnership (LP) (the “LHHY Buyer”), a China-based entity principally engaged in private equity investments, with respect to the assignment of certain rights and obligations of the Management Buyers under the previously announced share purchase agreement into which ATA, the Management Buyers, and certain other parties entered on February 6, 2018, with respect to the sale of ATA Online (the “Share Purchase Agreement”).

Under the terms of the Deed, the Management Buyers have agreed to assign all their rights and obligations to purchase a total of 15% of the equity interests in ATA Online (the “Assigned Shares”) to the LHHY Buyer, and the LHHY Buyer has agreed to accept the assignment and assumption of all of the terms, conditions, provisions and covenants on the part of the Management Buyers under the Share Purchase Agreement with respect to such Assigned Shares (except certain representations and warranties of the Management Buyers relating to the source of funds and debt financing which are not applicable to the LHHY Buyer), including the obligation to pay the amount of US\$30 million as the purchase price for the Assigned Shares at the second closing outlined under the Share Purchase Agreement.

After the Deed takes effect, the LHHY Buyer shall have the right to purchase 15% of the equity interests in ATA Online under the Share Purchase Agreement, and the percentage of the equity interests in ATA Online that the Management Buyers have the right to purchase under the Share Purchase Agreement shall decrease from 22.1% to 7.1%.

As previously announced, the first of the three closings under the Share Purchase Agreement was completed on April 4, 2018. The Company expects the second closing to take place in early third quarter of 2018 with the entire transaction to be completed later in the third quarter of 2018, subject to the completion of related closing conditions.

The Company has also filed a Form 6-K containing additional information about the Deed, which investors may access on the SEC Filings page on ATA’s website or on the U.S. Securities and Exchange Commission website at www.sec.gov.

About ATA Inc.

ATA is a leading provider of advanced testing technologies in China. The Company offers comprehensive services for the creation and delivery of assessments based on its proprietary testing technologies and test delivery platform. ATA’s testing technologies are used for professional licensure and certification tests in various industries, including information technology services, banking, teaching, asset management, insurance, and accounting. As of March 31, 2018, ATA’s test center network comprised 3,379 authorized test centers located throughout China. The Company believes that it has the largest test center network of any commercial testing service provider in China.

ATA has delivered approximately 101.5 million billable tests since ATA started operations in 1999. For more information, please visit ATA’s website at www.atai.net.cn.

For more information on our company, please contact the following individuals:

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