

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

ATA Inc.

(Name of Issuer)

Common Shares, \$0.01 par value per share **
American Depositary Shares

(Title of Class of Securities)

00211V106***

(CUSIP Number)

Attn: Kevin Xiaofeng Ma
1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
++86 10 6518 1122-5518

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 27, 2018

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* Rule §240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page

** Not for trading, but in connection with the registration of American Depositary Shares, each representing 2 Common Shares.

*** CUSIP number of the American Depositary Shares.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

SCHEDULE 13D

CUSIP No. 00211V106

1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Kevin Xiaofeng Ma
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only

4	Source of Funds (See Instructions) OO
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization People's Republic of China
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 24,693,393 Common Shares ¹
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 24,693,393 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 24,693,393 Common Shares ¹
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 51.7% ²
14	Type of Reporting Person (See Instructions) IN

¹ Includes (i) (a) 165,236 Common Shares and (b) options to purchase 1,102,095 Common Shares held by Kevin Xiaofeng Ma, (ii) 4,998,988 Common Shares held by Able Knight Development Limited ("Able Knight"), and (iii) 18,427,074 Common Shares held by Joingear Limited. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and ultimately wholly owned by HSBC International Trustee Limited as trustee of an irrevocable trust constituted under the laws of the Cayman Islands with Kevin Xiaofeng Ma as the settlor and certain family members of Kevin Xiaofeng Ma as the beneficiaries. Kevin Xiaofeng Ma is the sole director of Able Knight. The business address of Able Knight is Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands. Joingear Limited is a British Virgin Islands company with 50.01% and 49.99% of its issued and outstanding share capital owned by Kevin Xiaofeng Ma and ChineseAll Group Limited, respectively. Kevin Xiaofeng Ma and Zhilei Tong are directors of Joingear Limited. The business address of Joingear Limited is OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

² Percentage calculated based on 47,754,386 outstanding Common Shares as of April 5, 2018 as disclosed in the Issuer's transition report on Form 20-F filed with the Securities Exchange and Commission on April 12, 2018.

CUSIP No. 00211V106	
1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Able Knight Development Limited
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) N/A
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 4,998,988 Common Shares ¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,998,988 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,998,988 Common Shares ¹	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 10.5% ²	
14	Type of Reporting Person (See Instructions) CO	

¹ Includes 4,998,988 Common Shares held by Able Knight. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and ultimately wholly owned by HSBC International Trustee Limited as trustee of an irrevocable trust constituted under the laws of the Cayman Islands with Kevin Xiaofeng Ma as the settlor and certain family members of Kevin Xiaofeng Ma as the beneficiaries. Kevin Xiaofeng Ma is the sole director of Able Knight. The business address of Able Knight is Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands.

² Percentage calculated based on 47,754,386 outstanding Common Shares as of April 5, 2018 as disclosed in the Issuer's transition report on Form 20-F filed with the Securities Exchange and Commission on April 12, 2018.

CUSIP No. 00211V106

1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Precious Time Holdings Limited	
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by	7	Sole Voting Power 0
	8	Shared Voting Power 4,998,988 Common Shares ¹

Each Reporting Person With	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,998,988 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,998,988 Common Shares ¹	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 10.5% ²	
14	Type of Reporting Person (See Instructions) CO	

¹ Includes 4,998,988 Common Shares held by Able Knight. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and ultimately wholly owned by HSBC International Trustee Limited as trustee of an irrevocable trust constituted under the laws of the Cayman Islands with Kevin Xiaofeng Ma as the settlor and certain family members of Kevin Xiaofeng Ma as the beneficiaries. The business address of Precious Time Holding Limited is Woodbourne Hall, P.O. Box 916, Road Town, Tortola, British Virgin Islands.

² Percentage calculated based on 47,754,386 outstanding Common Shares as of April 5, 2018 as disclosed in the Issuer's transition report on Form 20-F filed with the Securities Exchange and Commission on April 12, 2018.

CUSIP No. 00211V106

1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Ma Family Trust	
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 4,998,988 Common Shares ¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,998,988 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,998,988 Common Shares ¹	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	

13	Percent of Class Represented by Amount in Row (11) 10.5% ²
14	Type of Reporting Person (See Instructions) OO

¹ Includes 4,998,988 Common Shares held by Able Knight. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and ultimately wholly owned by HSBC International Trustee Limited as trustee of an irrevocable trust constituted under the laws of the Cayman Islands with Kevin Xiaofeng Ma as the settlor and certain family members of Kevin Xiaofeng Ma as the beneficiaries. The business address of Ma Family Trust is 21 Collyer Quay #19-01, HSBC Building, Singapore 049320.

² Percentage calculated based on 47,754,386 outstanding Common Shares as of April 5, 2018 as disclosed in the Issuer's transition report on Form 20-F filed with the Securities Exchange and Commission on April 12, 2018.

CUSIP No. 00211V106

1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Joingear Limited	
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 18,427,074 Common Shares ¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 18,427,074 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 18,427,074 Common Shares ¹	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 38.6% ²	
14	Type of Reporting Person (See Instructions) CO	

¹ Includes 18,427,074 Common Shares held by Joingear Limited. Joingear Limited is a British Virgin Islands company with 50.01% and 49.99% of its issued and outstanding share capital owned by Kevin Xiaofeng Ma and ChineseAll Group Limited, respectively. Kevin Xiaofeng Ma and Zhilei Tong are directors of Joingear Limited. The business address of Joingear Limited is OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

This Amendment No. 4 (this "Amendment No. 4") amends the Statement of Beneficial Ownership on Schedule 13D originally filed with the Securities and Exchange Commission (the "Commission") on November 20, 2015 and as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 filed with the Commission on March 23, 2016, August 30, 2017 and February 8, 2018, respectively (the "Schedule 13D") by the Reporting Persons with respect to common shares, par value \$0.01 per share (the "Common Shares"), and American Depositary Shares, each representing two Common Shares (the "ADS"), issued by ATA Inc. (the "Issuer"). Except as specifically provided herein, this Amendment No. 4 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Schedule 13D, unless otherwise defined herein.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby supplemented to add the following information:

On June 27, 2018, Mr. Kevin Xiaofeng Ma, together with New Beauty Holdings Limited ("New Beauty Holdings"), a company controlled by Mr. Kevin Xiaofeng Ma, four entities owned and controlled by certain management members of the Issuer (the "Management Entities"), Zhuhai Lihonghuaying Equity Investment Partnership (LP) (the "LHHY Buyer"), entered into a deed of assignment with the Issuer and certain of its subsidiaries, pursuant to which three of the Management Entities agreed to assign all their rights and obligations to purchase a total of 15% of the equity interest in ATA Online (Beijing) Education Technology Co., Ltd., a wholly-owned subsidiary of the Issuer, under the Share Purchase Agreement to the LHHY Buyer (the "Deed").

Pursuant to the Deed, Mr. Kevin Xiaofeng Ma and New Beauty Holdings will guarantee any payment obligations of the Management Entities to the Issuer and the LHHY Buyer under the Share Purchase Agreement and the Deed.

The summary contained herein of the Deed is not intended to be complete and is qualified in its entirety by reference to the full text of the Deed, a copy of which is filed as Exhibit S hereto, respectively, and which are incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a)-(b) Kevin Xiaofeng Ma may be deemed to have (i) beneficial ownership and (ii) shared power with Able Knight, Precious Time, Ma Family Trust and Joingear to vote or direct the vote of, and shared power with Able Knight, Precious Time, Ma Family Trust and Joingear to dispose or direct disposition of 24,693,393 Common Shares, representing approximately 51.7% of the total outstanding Common Shares.

Able Knight may be deemed to have (i) beneficial ownership and (ii) shared power with Precious Time and Ma Family Trust to vote or direct the vote of, and shared power with Precious Time and Ma Family Trust to dispose or direct disposition of 4,998,988 Common Shares, representing approximately 10.5% of the total outstanding Common Shares.

Precious Time may be deemed to have (i) beneficial ownership and (ii) shared power with Able Knight and Ma Family Trust to vote or direct the vote of, and shared power with Able Knight and Ma Family Trust to dispose or direct disposition of 4,998,988 Common Shares, representing approximately 10.5% of the total outstanding Common Shares.

Ma Family Trust may be deemed to have (i) beneficial ownership and (ii) shared power with Able Knight and Precious Time to vote or direct the vote of, and shared power with Able Knight and Precious Time to dispose or direct disposition of 4,998,988 Common Shares, representing approximately 10.5% of the total outstanding Common Shares.

Able Knight is wholly owned by Precious Time and ultimately wholly owned by HSBC International Trustee Limited as trustee of an irrevocable trust. Pursuant to Section 13(d) of the Exchange Act and the rules promulgated thereunder, Precious Time and Ma Family Trust may be deemed to beneficially own all of the Common Shares beneficially owned by Able Knight.

Joingear may be deemed to have (i) beneficial ownership and (ii) shared power with Kevin Xiaofeng Ma and ChineseAll to vote or direct the vote of, and shared power with Kevin Xiaofeng Ma and ChineseAll to dispose or direct disposition of 18,427,074 Common Shares, representing approximately 38.6% of the total outstanding Common Shares. Kevin Xiaofeng Ma may be deemed the beneficial owner of, and have shared power with ChineseAll to direct the voting and disposition of, these shares.

The foregoing percentages are calculated based on 47,754,386 outstanding Common Shares as of April 5, 2018.

(c) Except for the transactions described in this Schedule 13D, as amended by this Amendment No. 4, none of the Reporting Persons has engaged in any transactions in the securities of the Issuer during the past 60 days.

(d) Not Applicable.

(e) Not Applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby supplemented by adding the following at the end thereof:

The descriptions in Item 4 herein of the Amendment No. 4 are incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Schedule 13D is hereby supplemented by adding the following exhibits:

Exhibit S Deed of Assignment, dated as of June 27, 2018 by and among Mr. Kevin Xiaofeng Ma, New Beauty Holdings, the Management Entities, the LHHY Buyer, the Issuer, ATA Testing Authority (Holdings) Limited and ATA Learning (Beijing) Inc.

8

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 29, 2018

Kevin Xiaofeng Ma

By: /s/ Kevin Xiaofeng Ma

Able Knight Development Limited

By: /s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Director

Precious Time Holdings Limited

By: /s/ Jamie Yu & Agatha Chee

Name: Jamie Yu & Agatha Chee

Title: Authorized Signatories

Ma Family Trust

By: /s/ Jamie Yu & Agatha Chee

Name: Jamie Yu & Agatha Chee

Title: Authorized Signatories

Joingear Limited

By: /s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Director

9

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)
by)
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]
