

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Corinthian Colleges, Inc. | | 04/19/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Learning Tree International, Inc. | | |
| Street Address: | 400 North Continental Blvd. | | |
| Internal Address: | Suite 200 | | |
| City: | El Segundo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90245 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2898821 | LTU HEALTHCARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (937)443-6635 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 937-443-6817 | | |
| Email: | trademarks@thompsonhine.com | | |
| Correspondent Name: | Roger H. Bora | | |
| Address Line 1: | P.O. Box 8801 | | |
| Address Line 4: | Dayton, OHIO 45401-8801 | | |
| ATTORNEY DOCKET NUMBER: | 472035-381US1 | | |
| NAME OF SUBMITTER: | Roger H. Bora | | |
| Signature: | /roger h bora/ | | |
| Date: | 11/21/2007 | | |

OP \$40.00 2898821

Total Attachments: 5

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AGREEMENT AND ASSIGNMENT

This Agreement and Assignment is entered into as of April 19, 2005 ("date hereof") between Learning Tree International, Inc. ("Learning Tree") and Corinthian Colleges, Inc. and its wholly owned subsidiary, Pegasus Education, Inc., (collectively "Corinthian") with respect to the following recitals of fact:

A. Learning Tree University, Inc. and LTU Extension, Inc. (collectively "LTU Inc.") and Michael Gould and Corinthian entered into a written agreement dated as of December 17, 2002, for, among other things, the purchase by Corinthian of certain assets ("Corinthian-LTU Inc. Agreement"). A true and correct copy of the Corinthian-LTU Inc. Agreement (without attached schedules) was filed by Corinthian with the Securities and Exchange Commission as an exhibit to Corinthian's Form 10Q dated February 14, 2003. A copy of Schedule 5.09 to the Corinthian-LTU Inc. Agreement is attached hereto as Exhibit A. Corinthian Colleges, Inc. assigned to Pegasus Education, Inc. ("Pegasus") -- and Pegasus now owns -- all of the rights and assets acquired by Corinthian Colleges, Inc. under the Corinthian-LTU Agreement.

B. Corinthian Colleges, Inc. and Learning Tree entered into a written agreement dated as of June 2, 2004, under which, among other things, Corinthian Colleges, Inc. sold and assigned all of its rights, title and interest in certain names and marks to Learning Tree ("June 2, 2002 Agreement").

C. Corinthian has adopted and used, and is currently using, (i) the names and tradenames "LTU," "LTU Extension," "ltuonline" and "LTU Healthcare;" (ii) the trademarks: "LTU," "LTU Extension," "ltuonline" and "LTU Healthcare;" and (iii) the service marks: "LTU," "LTU Extension," "ltuonline" and "LTU Healthcare" (collectively "LTU names and marks") in

connection with the conduct and advertising of educational courses at two campuses in Chatsworth, California and Costa Mesa, California and over the internet.

D. Learning Tree desires to purchase from Corinthian all of Corinthian's rights, title and interest in and to the trade names, trademarks, service marks, fictitious name filings, fictitious name statements, URLs and internet domain names described in Paragraph 1 hereinbelow.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, agreements and other provisions set forth herein, Learning Tree and Corinthian agree as follows:

1. In exchange for the purchase price of \$10,000 to be paid by Learning Tree to Corinthian in accordance with Paragraph 4 hereof, Corinthian hereby grants, sells, assigns and transfers to Learning Tree all of Corinthian's rights, title and interests of every kind and nature throughout the universe in and to (i) the LTU names and marks, and goodwill associated with said names and marks; (ii) the California registered service marks "LTU" and "Learning Tree University (LTU)" (registration number 039 775) described in Exhibits B-1 and B-2 hereto (hereinafter collectively "California registered LTU service marks") and the registrations and renewal registrations for said marks; (iii) the federally registered marks "LTU" (registration number 1,733,679), "LTU Extension" (registration number 2,642,842) and "LTU Healthcare" (registration number 2,898,821) described collectively in Exhibit C hereto (hereinafter collectively "Federal registered marks"), and the registrations and renewal registrations for said marks; and (iv) all other registered and common law names, service marks, trademarks, fictitious name filings, fictitious name statements, URLs and internet domain names containing "LTU."

2. Corinthian does not hereby make, and hereby expressly disclaims making, any warranties or representations not expressly set forth herein.

3. Corinthian warrants and represents that (i) the facts set forth in Recitals A and B above are true and correct; and (ii) Corinthian has not, to its knowledge, granted or licensed to any third party any of the rights granted and assigned to Learning Tree herein.

4. Learning Tree agrees to, and hereby does, purchase from Corinthian all of Corinthian's rights, title and interests in and to (i) the LTU names and marks, and all goodwill associated with said names and marks; (ii) the California registered LTU service marks, and the registrations and renewal registrations for said marks; (iii) the Federal registered marks, and the registrations and renewal registrations for said marks; and (iv) all other registered and common law names, services marks, trademarks, fictitious name filings, fictitious name statements, URLs and internet domain names containing "LTU." Learning Tree shall pay to Corinthian for the aforesaid assignment and purchase \$10,000 within five business days of Learning Tree's receipt of a copy of this Agreement and Assignment signed by Corinthian.


5. Corinthian shall have to and including December 31, 2005, to conclude and wind up its use of the LTU names and marks. Except as may be required by applicable government reporting obligations, Corinthian shall cease all public use of the LTU names and marks after December 31, 2005. Not later than June 30, 2005, Corinthian shall sign and deliver to Learning Tree (c/o McDermott Will & Emery LLP, 2049 Century Park East, Suite 3400, Los Angeles, CA 90067) (i) a written withdrawal and/or abandonment of the fictitious name filings and fictitious name statements assigned herein; (ii) short form assignments of the California registered LTU service marks; and (iii) such additional documents as may be reasonably necessary to effectuate the assignment herein of URLs and internet domain names.

6. Pegasus hereby grants, sells, assigns and transfers to Learning Tree all of its rights, title and interests of every kind and nature throughout the universe in and to (i) the Learning Tree University names and marks referred to in the June 2, 2002 Agreement and (ii) all goodwill, names, marks, registrations, renewal registrations, fictitious name filings, fictitious name statements, URLs and internet domain names referred to in Paragraph 1 of the June 2, 2002 Agreement.


7. This Agreement and Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Learning Tree and Corinthian have fully executed and delivered this Agreement, as of the date hereof.

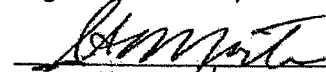
Learning Tree International Inc.


By: MARY C. ADAMS
Its: Chief Administrative Officer

Corinthian Colleges, Inc.


By: Stan A. Mortensen
Its: SVP and General Counsel

Pegasus Education, Inc.


By: Stan A. Mortensen
Its: SVP and General Counsel

Doc F-6 of Set #1

LTU HEALTHCARE

Status: REGISTERED **Date:** 11/02/2004

Gds/Svcs: Int'l. Cl.: 41 (U.S. Cl.: 100, 101, 107)
EDUCATIONAL SERVICES, NAMELY PROVIDING CONTINUING EDUCATION COURSES IN THE
FIELD OF NURSING
First Use: 01/2000 **In Commerce:** 01/2000

Reg. No.: 2,898,821 **Registered:** 11/02/2004
Serial No.: 76-612145 **Filed:** 05/06/2003 **Published:** 08/10/2004

Owns: 1,733,679, 2,642,942

Disclaimer: HEALTHCARE

Corresp.: FRANCIE R. GOROWITZ
O'MELVENY & MYERS LLP
1999 AVENUE OF THE STARS, 7TH FLOOR
LOS ANGELES, CALIFORNIA 90067-6035

Registrant: CORINTHIAN COLLEGES, INC. (DE CORP.)
6 HUTTON CENTRE DRIVE, SUITE 400
SANTA ANA, CA 927076764

Exhibit C
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