

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Ross Institute for Advanced Study and Innovation in Education		10/19/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Ross School
Street Address:	18 Goodfriend Drive
City:	East Hampton
State/Country:	NEW YORK
Postal Code:	11937
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3370828	ROSS GLOBAL ACADEMY
Registration Number:	3370827	ROSS INSTITUTE
Registration Number:	3164919	
Registration Number:	3339319	
Registration Number:	3293598	
Registration Number:	2713039	ROSS SCHOOL
Registration Number:	2971282	
Registration Number:	2903655	ROSS SCHOOL
Registration Number:	2840959	
Registration Number:	2807831	
Registration Number:	2781253	ROSS INSTITUTE
Registration Number:	2787228	@ROSS
Registration Number:	2863248	

CH \$340.00 3370828

CORRESPONDENCE DATA

Fax Number: (212)492-0195
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123733195
Email: jlichtenstein@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Jessica Lichtenstein
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Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	16236-001
NAME OF SUBMITTER:	Jessica Lichtenstein
Signature:	/Jessica Lichtenstein/
Date:	10/19/2009

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made as of this 19th day of October, 2009, by The Ross Institute for Advanced Study and Innovation in Education, a Delaware corporation (the "Assignor"), in favor of The Ross School, a New York education corporation chartered by the New York State Board of Regents (the "Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule I attached hereto for the goods and/or services identified therein (the "Marks");

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill associated with the Marks; and

WHEREAS, pursuant to the Asset Transfer Agreement, dated as of the date hereof (the "Asset Transfer Agreement"), by and among Assignor and Assignee, Assignor has agreed to assign, transfer, convey and deliver all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee, upon the terms and subject to the conditions set forth hereinafter and in the Asset Transfer Agreement. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, all of Assignor's right, title, and interest in and to each of the Marks, along with the following:
 - (a) the goodwill of the business symbolized by and associated with the Marks;
 - (b) that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
 - (c) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

2. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles thereof that would apply the laws of another jurisdiction.

3. Counterparts. This Trademark Assignment may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date and year first above written, and Assignee has acknowledged and agreed to the terms hereof.

State of New York }
County of New York }

Mehna M. Gulati

MEHNA M. GULATI
Notary Public, State of New York
No. 01GU5015872
Qualified in New York County
Commission Expires Aug. 2, 2013

THE ROSS INSTITUTE FOR
ADVANCED STUDY AND
INNOVATION IN EDUCATION

By: *Courtney Sale Ross*
Name: Courtney Sale Ross
Title: President

ACKNOWLEDGED AND AGREED:

THE ROSS SCHOOL

By: _____
Name: Michele Claeys
Title: Head of School

*Witness before me
this 16th day of Oct. 2009 by
Courtney S. Ross only.*

(Signature page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date and year first above written, and Assignee has acknowledged and agreed to the terms hereof.

THE ROSS INSTITUTE FOR
ADVANCED STUDY AND
INNOVATION IN EDUCATION

By: _____
Name: Courtney Sale Ross
Title: President

ACKNOWLEDGED AND AGREED:

THE ROSS SCHOOL

By: Michele Claeys
Name: Michele Claeys
Title: Head of School

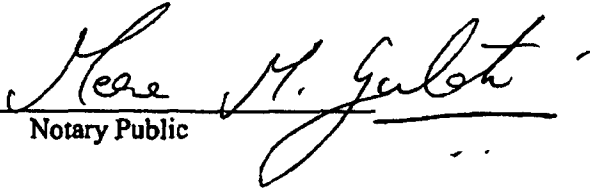
[Signature page to Trademark Assignment Agreement]

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 16th day of Oct., 2009, before me personally came Courtney Sale Ross, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that she is the President of Assignor; she signed the instrument in the name of Assignor; and she had the authority to sign the instrument on behalf of Assignor.



Notary Public

MEENA M. GULATI
Notary Public, State of New York
No. 01GU5015872
Qualified in New York County
Commission Expires Aug. 2, 2013

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 004080 FRAME: 0837

SCHEDULE I

MARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ROSS GLOBAL ACADEMY	78929865	Jul. 14, 2006	3370828	Jan. 1, 2008
ROSS INSTITUTE	78929809	Jul. 14, 2006	3370827	Jan. 1, 2008
Circle Design	78681825	Jul. 29, 2005	3164919	Oct. 31, 2006
Circle Design	78681783	Jul. 29, 2005	3339319	Nov. 20, 2007
Circle Design	78681633	Jul. 29, 2005	3293598	Sep. 18, 2007
ROSS SCHOOL	76368375	Feb. 6, 2002	2713039	May 6, 2003
Circle Design	76368632	Feb. 6, 2002	2971282	Jul. 19, 2005
ROSS SCHOOL	76368634	Feb. 6, 2002	2903655	Nov. 16, 2004
Tornado/Spiral Design	76368631	Feb. 6, 2002	2840959	May 11, 2004
Tornado/Spiral Design	7636830	Feb. 6, 2002	2807831	Jan. 27, 2004
ROSS INSTITUTE	76368628	Feb. 6, 2002	2781253	Nov. 11, 2003
@ROSS	76368627	Feb. 6, 2002	2787228	Nov. 23, 2003
Tornado/Spiral Design	76368625	Feb. 6, 2002	2863248	Jul. 13, 2004