

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
KGS Educational Heritage, LLC		12/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CEC Holdings I, Inc.		
Street Address:	2895 Greenspoint Parkway		
Internal Address:	Suite 600		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60169		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1017159	KATHARINE GIBBS	
Registration Number:	1017158	KATHARINE GIBBS SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	(312)251-5732		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.368.4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	357958-000049		
NAME OF SUBMITTER:	Keith W. Medansky		
Signature:	/Keith Medansky/		

CH \$65.00 1017159

900150582

TRADEMARK
REEL: 004119 FRAME: 0262

Date:

12/23/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT
FROM KGS EDUCATIONAL HERITAGE, LLC
TO CEC HOLDINGS I, INC.

This Assignment is made this 1st day of December, 2009, by KGS Educational Heritage, LLC, a Delaware limited liability company ("Assignor"), located at 2895 Greenspoint Parkway, Suite 600, Hoffman Estates, Illinois 60169, to CEC Holdings I, Inc., a Delaware corporation ("Assignee"), located at 2895 Greenspoint Parkway, Suite 600, Hoffman Estates, Illinois 60169.

WHEREAS, Assignor has adopted and used in its business the trademarks identified on **Schedule A** hereto and the registrations therefor (the "Trademarks");

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire right, title, and interest in, to and under the Trademarks and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the right to sue and recover for any past infringements of the Trademarks.

-FURTHER, Assignor agrees to execute and provide promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record Assignee's rights in and to the Trademarks.

IN WITNESS WHEREOF the Assignee and Assignor have executed this instrument.

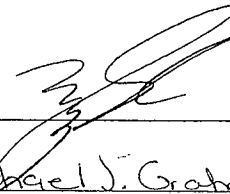
KGS EDUCATIONAL HERITAGE, LLC

CEC HOLDINGS I, INC.

By: _____

Name: _____

Title: _____



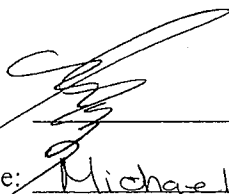
Michael J. Graham

President

By: _____

Name: _____

Title: _____



Michael J. Graham

President

Schedule A

Trademarks held by KGS Educational Heritages, LLC

MARK	Serial/Reg. No.	Filing/Reg. Date	Goods/services
KATHARINE GIBBS	1,017,159	07/29/1975	Educational services-namely, instruction, in secretarial, administrative, supervisory, managerial and related business and office skills and liberal arts courses and guidance in personal development.
KATHARINE GIBBS SCHOOL	1,017,158	07/29/1975	Educational services-namely, instruction, in secretarial, administrative, supervisory, managerial and related business and office skills and liberal arts courses and guidance in personal development.