

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
Insight Schools, Inc.		07/01/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	K12 Management Inc.		
Street Address:	2300 Corporate Park Drive		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3350144	INSIGHT SCHOOLS	
Registration Number:	3813891	I INSIGHT SCHOOLS	
Registration Number:	3634943	OLYMPUS HIGH SCHOOL	
Registration Number:	3634942	OLYMPUS HIGH SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th. Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	21728.03		

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NAME OF SUBMITTER:	Timothy J. Lyden
Signature:	/Timothy J. Lyden/
Date:	09/27/2011
Total Attachments: 6 source=Assignment Document#page1.tif source=Assignment Document#page2.tif source=Assignment Document#page3.tif source=Assignment Document#page4.tif source=Assignment Document#page5.tif source=Assignment Document#page6.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks"), dated as of July 1, 2011, is made by and among K12 Management Inc., a Delaware corporation ("Buyer" or "Assignee"), Iowa College Acquisition Corp. d/b/a Kaplan Virtual Education, a Delaware corporation ("ICAC"), and Insight Schools, Inc., an Oregon corporation ("Insight" or "Assignor" and together with ICAC, "Sellers").

RECITALS

A. Assignee, K12, Inc., a Delaware corporation, Sellers and Kaplan, Inc., a Delaware corporation are parties to a certain Asset Purchase Agreement dated as of May 16, 2011 (the "Purchase Agreement");

B. Assignor has adopted and used in commerce, and owns all right, title and interest in and to the trademarks set forth in Schedule A, attached hereto and made a part hereof, together with all registrations, applications for registration, and common law rights with respect thereto (collectively referred to herein as the "Assigned Trademarks");

C. Assignee wishes to acquire, and Assignor wishes to transfer to Assignee Assignor's entire right, title and interest in and to the Assigned Trademarks; and

D. Assignee and Assignor desire to record the assignments set forth in this Assignment of Trademarks.


AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademarks. Assignee accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademarks from and after the date of this Assignment of Trademarks.

Assignor agrees, at Assignee's expense, to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives.

K12 MANAGEMENT INC.

By 
Name: Ronald J. Packard
Its: CEO

IOWA COLLEGE ACQUISITION CORP.
d/b/a KAPLAN VIRTUAL EDUCATION

By _____
Name:
Its:

INSIGHT SCHOOLS, INC.

By _____
Name:
Its:

[Assignment of Trademarks]

TRADEMARK
REEL: 004630 FRAME: 0982

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives.

K12 MANAGEMENT INC.

By _____
Name: _____
Its: _____

IOWA COLLEGE ACQUISITION CORP.
d/b/a KAPLAN VIRTUAL EDUCATION

By *[Signature]*
Name: *JOHAN DE HUYCK KELEN*
Its: *VP*

INSIGHT SCHOOLS, INC.

By *[Signature]*
Name: *JOHAN DE HUYCK KELEN*
Its: *VP*

[Assignment of Trademarks]

STATE OF New York)
): ss.:
COUNTY OF New York)

On this 1 day of July, 2011, before me personally appeared Johan de Munick Keizer known to me, who being duly sworn, did depose and say that that the foregoing Assignment of Trademarks was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Iowa College Acquisition Corp. d/b/a Kaplan Virtual Education in entering into such Assignment of Trademarks.

Greta Villacis

Notary Public: *Greta Villacis*
My commission expires: *MAY 30, 2014*

GRETA VILLACIS
Notary Public - State of New York
No. 01VI6147155
Qualified in Kings County
Commission Expires on May 30, 2014

[Assignment of Trademarks]

STATE OF New York)
COUNTY OF New York) ss.:

On this 1 day of July, 2011, before me personally appeared John de Muisde Keizer known to me, who being duly sworn, did depose and say that that the foregoing Assignment of Trademarks was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Insight Schools, Inc. in entering into such Assignment of Trademarks.

Greta Villacis
Notary Public: Greta Villacis
My commission expires: May 30, 2014

GRETA VILLACIS
Notary Public - State of New York
No. 01VI6147155
Qualified in Kings County
Commission Expires on May 30, 2014

[Assignment of Trademarks]

Schedule A

Assigned Trademarks

- Insight Schools: Service Mark (Reg. No. 3,350,144) registered on December 4, 2007.
 - Insight Schools (Stylized/Design): Service Mark (Reg. No. 3,813,891) registered on July 6, 2010.
 - Olympus High School: Service Mark (Reg. No. 3,634,943) registered June 9, 2009.
 - Olympus High School: Service Mark (Reg. No. 3,634,942) registered June 9, 2009.
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