

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
El Farolito, LLC		11/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Assembly, Inc.		
<b>Street Address:</b>	902 Broadway 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85098700	GENERAL ASSEMBLY	
<b>Serial Number:</b>	85098693	GA GENERAL ASSEMBLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)521-2875		
<b>Phone:</b>	3125212775		
<b>Email:</b>	ipdocket@muchshelist.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Adam K Sacharoff		
<b>Address Line 1:</b>	191 N Wacker Drive Suite 1800		
<b>Address Line 2:</b>	Much Shelist		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0009672.0001		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		

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**TRADEMARK  
 REEL: 004671 FRAME: 0923**

Signature:	/aks/
Date:	12/05/2011
Total Attachments: 1 source=Assignment#page1.tif	

**Trademark Assignment**

This Assignment ("**Assignment**") is made as of November 1, 2011 (the "**Effective Date**"), by El Farolito, LLC ("**Assignor**") to General Assembly, Inc. having a principal place of business at 902 Broadway, 4<sup>th</sup> Floor, New York, NY 10010 ("**Assignee**").

Assignor owns the following United States Trademarks ("**Trademarks**"):

Application Number	Registration Number	Trademark
85098700	403950	GENERAL ASSEMBLY
85098693		

Assignor in accordance with its previous agreement to transfer to Assignee all its right, title and interest in the Trademarks and for good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges:

Assignor grants, conveys, transfers, and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to any and all: (i) right to file and register the Trademarks in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) right to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademarks.

Assignor's assignment of the Trademarks to Assignee under this Assignment constitutes a complete, absolute, and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title, or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.

Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks as such rights exist for the Assignor; and (iii) to perform all of its obligations under this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns of Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements, or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

El Farolito, LLC

Sig: 

Print Name: ADAM PRITZKER

General Assembly, Inc.

Sig: 

Print Name: Jacob Schwartz