

TRADEMARK ASSIGNMENT

Electronic 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
Ready & Motivated Minds, L.L.C.		01/09/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	The University of Phoenix, Inc.		
Street Address:	4025 S. Riverpoint Parkway		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85425173		
Serial Number:	78471253	MAKING EDUCATION WORK	
Serial Number:	76224089	READY MINDS	
Serial Number:	76224088	MY READY MINDS	
Serial Number:	75535697	INSIGHT INTO U	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
Phone:	3128623312		
Email:	patrick.lau@kirkland.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:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Patrick Lau, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$140.00 85425173

ATTORNEY DOCKET NUMBER:	12457-7 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	01/09/2012
Total Attachments: 5 source=Trademark and Copyright Assignment - RMM (EXECUTED)_(20788334_7) (2)#page1.tif source=Trademark and Copyright Assignment - RMM (EXECUTED)_(20788334_7) (2)#page2.tif source=Trademark and Copyright Assignment - RMM (EXECUTED)_(20788334_7) (2)#page3.tif source=Trademark and Copyright Assignment - RMM (EXECUTED)_(20788334_7) (2)#page4.tif source=Trademark and Copyright Assignment - RMM (EXECUTED)_(20788334_7) (2)#page5.tif	

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (“Assignment”) is made and entered into as of this 9th day of January 2012, (“Effective Date”) by and between Ready & Motivated Minds, L.L.C., a New York limited liability company (“Assignor”), and The University of Phoenix, Inc., an Arizona corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (“Purchase Agreement”) dated as of even date herewith, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark registrations, trademark applications and common law trademarks, together with all goodwill associated with any of the foregoing (collectively, the “Marks”) and the copyrights (the “Copyrights”), set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks and Copyrights”);

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Assigned Trademarks and Copyrights.

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of Assignor’s right, title and interest in and to the Assigned Trademarks and Copyrights, all goodwill associated therewith, all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement and misappropriation or other violation thereof, and all rights to recover damages (including attorneys’ fees) in connection therewith, together with right to file for and own any and all applications for registration, registrations, renewals and extensions of registrations for the Assigned Trademarks and Copyrights that may be secured under any applicable law now or hereafter in effect, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

3. Further Assurances. From time to time following the Effective Date, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request

in order to consummate, complete and carry out the transactions contemplated by this Assignment.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile or .pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

6. Governing Law; Waiver of Jury Trial. Section 8.11 of the Purchase Agreement is incorporated in its entirety herein by reference.

* * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers as of the Effective Date.

ASSIGNOR:

**READY & MOTIVATED MINDS,
L.L.C.**

By: _____

Name: Randy Miller

Title: _____

ASSIGNEE:

THE UNIVERSITY OF PHOENIX, INC.

By: _____

Name: _____

Title: _____

[Signature page to Trademark and Copyright Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers as of the Effective Date.

ASSIGNOR:

**READY & MOTIVATED MINDS,
L.L.C.**

By: _____

Name: Randy Miller

Title: _____

ASSIGNEE:

THE UNIVERSITY OF PHOENIX, INC.

By: Joseph L. D'Amico


Name: Joseph L. D'Amico

Title: Vice President and Assistant Secretary

[Signature page to Trademark and Copyright Assignment]

Schedule A

REGISTERED MARKS / APPLICATIONS FOR REGISTRATION OF MARKS:

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
 (Design only)	U.S.	85425173 / Sept. 16, 2011	N/A
MAKING EDUCATION WORK	U.S.	78471253 / Aug. 20, 2004	3067580 / Mar. 14, 2006
READY MINDS	U.S.	76224089 / Mar. 13, 2001	2672993 / Jan. 7, 2003
MY READY MINDS	U.S.	76224088 / Mar. 13, 2001	2689232 / Feb. 18, 2003
INSIGHT INTO U	U.S.	75535697 / Aug. 12, 1998	2773781 / Oct. 14, 2003

COPYRIGHTS:

Title	Reg. No./Date
Copyright in the ReadyMinds online platform, including all databases, computer programs, scripts, and other works of authorship contained therein	
ReadyMinds Career Counselor Training Manual	
ReadyMinds Case Manager Training Manual	
ReadyMinds Military Training Manual	
Distance Credentialed Counselor (DCC) Training Manual (Mental Health)	
Distance Credentialed Counselor (DCC) Training Manual (Career and Academic)	
Distance Credentialed Facilitator Training Workbook	
ReadyMinds Military Computer Programs	TXU001668024