

12/02/2011



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Electronic Trademark Assignment System
 Trademark Assignment Recordation Form

MRS 11-17-11

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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
American University Of The Caribbean, N.V.		08/03/2011	LIMITED LIABILITY COMPANY: St. Maarten
RECEIVING PARTY DATA			
Name:	AUC School of Medicine B.V.		
Street Address:	3005 Highland Parkway		
Internal Address:	c/o DeVry Inc., Attn: General Counsel		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515-5799		
Entity Type:	Private Limited Liability Company: St. Maarten		
PROPERTY NUMBERS Total: 2			
		01 FC:8521	40.00 DA
		02 FC:8522	25.00 DA
Property Type	Number	Word Mark	
Registration Number:	1846403	AMERICAN UNIVERSITY OF THE CARIBBEAN	

12/07/2011 11:01:11 00000000 132119 1846403

Registration Number:	2618194	AMERICAN UNIVERSITY OF THE CARIBBEAN
CORRESPONDENCE DATA		
Fax Number:	(312)706-9000	
Phone:	3127018307	
Email:	zbeat@mayerbrown.com, ipdocket@mayerbrown.com, emelvin@mayerbrown.com, rassmus@mayerbrown.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:	Emily C. Melvin	
Address Line 1:	P. O. Box 2828	
Address Line 4:	Chicago, ILLINOIS 606902828	
NAME OF SUBMITTER:	Emily C. Melvin	
Signature:	/ecm/	
Date:	11/17/2011	
Total Attachments: 5 source=Trademark Assignment (2)#page1.tif source=Trademark Assignment (2)#page2.tif source=Trademark Assignment (2)#page3.tif source=Trademark Assignment (2)#page4.tif source=Trademark Assignment (2)#page5.tif		

Fee calculated, according to the USPTO fee table				
Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0
For second and subsequent marks in the same document	8522	25.0	1	25.0
Total				\$65.00

amt: 130019

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11/17/2011 04:08 PM EST

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of August 3rd, 2011 and entered into by and between **AMERICAN UNIVERSITY OF THE CARIBBEAN, N.V.**, a limited liability company (*naamloze vennootschap*) organized and existing under the laws of St. Maarten, as the "Assignor," and **AUC SCHOOL OF MEDICINE BV**, a private limited liability company organized and existing under the laws of St. Maarten, as the "Assignee," is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Agreement") dated as of August 3rd, 2011 and entered into by and among the Assignor, Assignee, American University of the Caribbean, N.V., Medical Education Services, Inc. and DeVry Medical International, Inc.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the U.S. Trademarks listed in Annex A to this Assignment (the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to assign the Trademarks to Assignee, and Assignee agreed to accept such an assignment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Assignor sells, assigns, transfers, delivers, and conveys to the Assignee all of the Assignor's right, title, and interest in and to the Trademarks, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with:

- (1) all goodwill associated with the business related to the Trademarks together with all rights to use, license and otherwise exploit the Trademarks;
- (2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such Trademarks;
- (3) all foreign trademarks that may claim priority based on or correspond to the Trademarks;
- (4) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademarks;
- (5) all rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and
- (6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.

The Assignee shall be responsible for all costs and actions with respect to the transfer of the Trademarks and registration of related trademark assignments. The Assignor agrees that it

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will at any time, upon request of the Assignee, execute and deliver any papers prepared and provided by the Assignee that are reasonably necessary to confirm assignment made herein.

This Assignment is made in connection with the sale of the entire business to which the Trademarks relate. As of the date first written above, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the Trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Trademarks described above. This Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the Parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 10.6 of the Agreement.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee and owner of any and all of Assignor's ownership right in the Trademarks and to issue to Assignee any renewals of said registration.

Assignor agrees to execute and deliver at a future date, for no additional consideration any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.

Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

[Signature page follows]

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REEL: 004697 FRAME: 0258

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the day and year first above written.

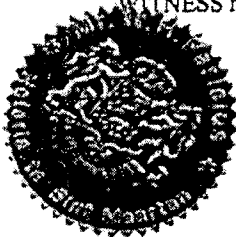
AMERICAN UNIVERSITY OF THE
CARIBBEAN, N.V., a limited liability company
(naamloze vennootschap) organized and existing
under the laws of St. Maarten

By: Hiroko Yoshida
Name: Hiroko Yoshida
Title: Managing Director

By: Yan Fang Liu
Name: Yan Fang Liu
Title: Managing Director

On August 1st 2011 before me, Henry Parisius (the undersigned notary),
personally appeared H. Yoshida & Y.F. Liu personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(seal) Mr. Henry Parisius
Philipburg
Sint Maarten
(Signatures continue on following page)

(Signature Page 1 of 2 IP Assignment)

Acknowledged and agreed:

AUC SCHOOL OF MEDICINE BV, a private
limited company organized and existing under the
laws of St. Maarten

By:



Name: William Hughson

Title: ~~Director~~ Authorized Person

(Signature Page 2 of 2 IP Assignment)