900214633 02/13/2012

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
TCI Education, Inc.		106/27/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	High-Tech Institute, Inc.		
Street Address:	16404 N. Black Canyon Hwy.		
Internal Address:	Suite 180		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85053		
Entity Type:	CORPORATION: ARIZONA		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78790174	BANNER COLLEGE
Serial Number:	78790176	BANNER INSTITUTE
Serial Number:	77213677	BRAVEN COLLEGE
Serial Number:	77213676	BRAVEN INSTITUTE

CORRESPONDENCE DATA

Fax Number: (312)862-2200 Phone: 3128623312

Email: patrick.lau@kirkland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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

TRADEMARK REEL: 004716 FRAME: 0317 3115.00 787

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ATTORNEY DOCKET NUMBER:	39928-30 PL	
NAME OF SUBMITTER:	Patrick Lau	
Signature:	/pl/	
Date:	02/13/2012	
Total Attachments: 3 source=assignment TCI to HTI#page1.tif source=assignment TCI to HTI#page2.tif source=assignment TCI to HTI#page3.tif		

TRADEMARK
REEL: 004716 FRAME: 0318

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is effective as of <u>June 27</u>, 2011 (the "<u>Effective Date</u>"), by and between TCI Education, Inc. ("<u>Assignor</u>"), and High-Tech Institute, Inc. ("<u>Assignee</u>").

Whereas; Assignor owns various common law rights in the trademarks and trademark applications listed on Exhibit A hereto (the "Marks").

Whereas, Assignor now wishes to assign all its rights, including the goodwill embodied therein, in the Applications to Assignee, and to effectuate that transfer, Assignor and Assignee have entered into this Assignment.

- 1. Assignment of Trademark Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers and assigns unto Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in and to the Marks, including without limitation, any and all goodwill and all common law rights, including any and all legal and equitable causes of action for any past, present or future infringement, and the ability for any trademark registrations to issue in the name of Assignee, such Marks to be held and enjoyed by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. <u>Further Actions</u>. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, and testifying on Assignee's behalf about this Assignment.
- 3. <u>Severability</u>. If any provision of this Assignment or the application thereof is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.
- 4. <u>Binding Effect</u>. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns. Further, Assignor and Assignee acknowledge and agree that the recitals are incorporated into this Assignment as they effectuate the true intent of the parties.
- 5. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.

TRADEMARK REEL: 004716 FRAME: 0319 IN WITNESS WHEREOF, this Trademark Assignment is executed and delivered by Assignor and Assignee as of the date first written above.

ASSIGNOR:

TCI EDUCATION, INC.

Name: David S. Kramer
Title: CFO/VP/Secretary

STATE OF ARIZONA) ss. County of Maricofa)

> Stur Kumble Notary Public

My commission expires: 6/14/2014



EXHIBIT A

Serial No. or Registration No.	Mark	Filed or Registered	Status
N/A	THE CHUBB INSTITUTE	N/A	
78/790,174	BANNER COLLEGE (in class 41)	1/12/06 (F)	Abandoned
78/790,176	BANNER INSTITUTE (in Class 41)	1/12/06 (F)	Abandoned
77/213,677	BRAVEN COLLEGE	6/22/07 (F)	Abandoned
77/216,676	BRAVEN INSTITUTE	6/22/07 (F)	Abandoned

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RECORDED: 02/13/2012

TRADEMARK REEL: 004716 FRAME: 0321