

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
Campus Labs, LLC		08/07/2012	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	Higher One, Inc.
Street Address:	115 Munson Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06511
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3717502	STUDENTVOICE
Registration Number:	3717501	STUDENTVOICE
Registration Number:	3046038	COLLEGIATELINK
Registration Number:	3889154	COMPLIANCE ASSIST!
Registration Number:	4071780	CAMPUS LABS

**CORRESPONDENCE DATA**

Fax Number: 2037822889  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2034984347  
 Email: fduffin@wiggin.com  
 Correspondent Name: Francis J. Duffin, Wiggin and Dana LLP  
 Address Line 1: One Century Tower, P.O. Box 1832  
 Address Line 4: New Haven, CONNECTICUT 06508-1832

ATTORNEY DOCKET NUMBER:	401184/GEN001	<b>TRADEMARK</b>
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CH \$140.00 3717502

NAME OF SUBMITTER:	Francis J. Duffin
Signature:	/fjd/
Date:	09/20/2012
<b>Total Attachments: 6</b> source=Campus Labs to Higher One#page1.tif source=Campus Labs to Higher One#page2.tif source=Campus Labs to Higher One#page3.tif source=Campus Labs to Higher One#page4.tif source=Campus Labs to Higher One#page5.tif source=Campus Labs to Higher One#page6.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("Agreement") is entered into as of August 7, 2012 (the "Effective Date") by and between Higher One, Inc., a Delaware corporation ("ASSIGNEE") and Campus Labs, LLC, a New York limited liability company ("ASSIGNOR"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below)

WHEREAS, ASSIGNEE and ASSIGNOR are party to that certain Asset Purchase Agreement dated as of August 7, 2012 (the "Asset Purchase Agreement"), pursuant to which ASSIGNEE is purchasing substantially all of the Assets of the ASSIGNOR's Business.

NOW THEREFORE, In consideration of the premises and mutual covenants in this Agreement and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNOR hereby unconditionally and irrevocably conveys, assigns, and transfers to ASSIGNEE all right, title, and interest (including but not limited to the right to sue and recover for past infringements) in and to the Business Intellectual Property set forth on Exhibit A together with the goodwill associated therewith. By this Agreement, ASSIGNOR renounces and waives any and all rights ASSIGNOR may have to limit the use, distribution, modification, licensing, or sale of the Business Intellectual Property by ASSIGNEE or its licensees, successors, and assigns, and to receive any compensation by reason of any such actions. ASSIGNOR will provide to ASSIGNEE the Business Intellectual Property, including but not limited to any copies of it, simultaneously with the execution of this Agreement.
2. ASSIGNOR will take all actions and execute all documents as ASSIGNEE may reasonably request, to effectuate the transfer of ownership of the Business Intellectual Property and the vesting of complete and exclusive ownership of the Business Intellectual Property in ASSIGNEE. In addition, at any time and from time to time at ASSIGNEE's request and expense, ASSIGNOR will promptly sign, execute, make, and do all such deeds, documents, acts, and things as ASSIGNEE may reasonably require to apply for, obtain, register, and vest in the name of ASSIGNEE alone (unless ASSIGNEE otherwise directs) all patents, copyright and trademark registrations, and other intellectual property or analogous protection relating to any or all of the Business Intellectual Property in any jurisdiction throughout the world, and when so obtained or vested, to renew and restore the same; and
3. If at any time ASSIGNEE is unable, after reasonable effort, to secure ASSIGNOR's signature on any applications for letters patent, copyright or trademark registrations, or other documents or filings pertaining to any or all of the IP, whether because of ASSIGNOR's unwillingness or for any other reason, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents as ASSIGNOR's agent and attorney-in-fact, to act for and in ASSIGNOR's behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution of any of the foregoing with respect to any of the IP, with the same legal force and effect as if executed by ASSIGNOR.

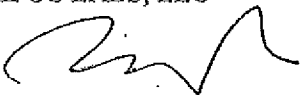
4. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of the parties under the Asset Purchase Agreement. To the extent that the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

**[Remainder of this page intentionally left blank]**

The parties have executed this Agreement as of the Effective Date.

ASSIGNOR

CAMPUS LABS, LLC

By:  \_\_\_\_\_

Name: Eric Reich  
Title: President

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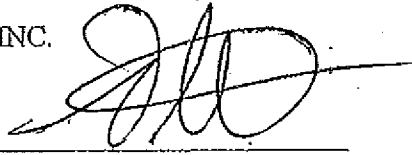
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*[Signature page to Intellectual Property Assignment Agreement]*

ASSIGNEE

HIGHER ONE, INC.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'M. Volchek', written over a horizontal line.

Name: Mark Volchek

Title: Chief Executive Officer

*[Signature page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 004864 FRAME: 0786**

**EXHIBIT A**

**Business Intellectual Property**

**1. Service Marks:**

Registration Number	Service mark	Registered Owner	Jurisdiction	Status
3717502	StudentVoice	Campus Labs, LLC	United States	5 Year Maintenance opens on 12/1/2014 and closes on 12/1/2015
3717501	StudentVoice (design)	Campus Labs, LLC	United States	5 Year Maintenance opens on 12/1/2014 and closes on 12/1/2015
3046038	CollegiateLink	Campus Labs, LLC	United States	The Section 8 & 15 (5 year Maintenance) was accepted on 12/10/2012 and the 10 year renewal filing opens up on 1/17/2015 and closes on 1/17/2016.
3889154	Compliance Assist!	Campus Labs, LLC	United States	5 year Maintenance opens on 12/14/2015 and closes on 12/14/2016
4071780	Campus Labs	Campus Labs, LLC	United States	Registered on 12/13/2011 and opens for Section 8 & 15 (5 year Maintenance) on 12/13/2016 and closes on 12/13/2017
1512939	Campus Labs	Campus Labs, LLC	Canada	On 6/29/2012 the Canadian Intellectual Property Office issued a Notice of Allowance regarding the mark.

**2. Registered Copyrights:**

TX0007017091/2007-11-05 (Student Voice System 1.0 Tablet Interface)

TX0007180600/2007-11-05 (Student Voice System 1.0 Palm Interface)

TX0007270126/2007-11-05 (Student Voice System 1.0 Web Interface)

**3. Unregistered Copyrights:**

The Students Strength Inventory Survey

All source code for the software application known as Baseline (aka Fundamentals, aka StudentVoice), including

- The source code for the Apple platform version of the survey taking software.
- The source code for the current <http://www.studentvoice.com> site, which includes the Community functionality as it relates to Baseline ("Shared Projects" and "Resource Centers")

All source code for all current and previous versions of the software application known as Compliance Assist, including

- The source code for the Accreditation module
- The source code for the Program Review module
- The source code for the Planning module
- The source code for the software application known as Planning
- The source code for the HLC "Pathways" product.

All source code for the Involvement and Participation products, including

- The source code for the software application known as Collegiatelink
- The source code for the software application known as Club Manager
- The source code for the software application known as Tracking

All source code for the Retention and Early Alert products, including

- The source code for the software application known as the Student Strengths Inventory
- The source code for the software application known as Beacon

All source code for the software application known as Course Evaluation

All source code for the Campus Labs software platform, including

- The source code for the Federation Provider
- The source code for the Institutional Data Store

All other source code developed by Target for any products or ideas that is not already assigned to a third party or released under open source.

#### 4. Domain Names:

CampusKinetics.com	ruinvolved.com
CampusLabs.ca	seuorgs.com
CampusLabs.com	uvmclubs.com
CampusLabs.info	uwplink.com
CampusLabs.net	compliance-assist.com
CampusLabs.us	compliance-assist.net
netclubmgr.com	compliance-assist.org
netclubmgr.org	accumulogroup.com
inquery.com	accumulou.com
inqueryanalysis.com	e-sync.com
studentvoice.com	ssi-admin.com
auclubs.com	ssi-ganymede.com
catamountconnection.com	ssidev.us
collegiatelink.net	ssiehs.com
cosogroups.com	thestudentsuccessblog.com
emustudentorgs.com	tsfssi.com
lehmancampuslink.com	studentstrengthsinventory.com

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