

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>			
Name	Formerly	Execution Date	Entity Type
Massachusetts Institute of Technology		10/30/2012	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	edX Inc.		
Street Address:	11 Cambridge Center		
Internal Address:	Suite 101		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	non-profit corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85614776	EDX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6173451300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-345-1087		
Email:	cpeters@nixonpeabody.com		
Correspondent Name:	Carol H. Peters		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	100 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGNMENT FEE - EDX MARK		
<b>NAME OF SUBMITTER:</b>	Carol H. Peters		

CH \$40.00 85614776

Signature:	/carol h peters/
Date:	10/30/2012
Total Attachments: 5 source=edX - Trademark Assignment#page1.tif source=edX - Trademark Assignment#page2.tif source=edX - Trademark Assignment#page3.tif source=edX - Trademark Assignment#page4.tif source=edX - Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This Agreement (the "Agreement") is made and effective as of October 30, 2012 by and between the Massachusetts Institute of Technology, a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of 77 Massachusetts Avenue, Cambridge, Massachusetts, 02139, U.S.A. ("MIT", or the "Assignor") and edX Inc., a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, having its principal office at 11 Cambridge Center, Suite 101 Cambridge, MA 02142 ("edX", or the "Assignee"). (The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties.")

### RECITALS

**WHEREAS**, MIT is the owner of certain rights and title in and to the trademark identified in Exhibit A (the "Mark") as well as a trademark registration application corresponding thereto;

**WHEREAS**, MIT is transferring the activities and operations it identifies with the Mark to edX;

**WHEREAS**, in connection with the transfer, the Parties wish to transfer the Mark and the registration application corresponding to the Mark to edX upon the terms and conditions stated herein;

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

#### 1. ASSIGNMENT OF TRADEMARKS/SERVICE MARKS.

MIT conveys, transfers, and assigns to edX, and edX accepts and assumes all of MIT's right, title, interest, and obligation in and to the following:

- (a) the Mark;
- (b) the goodwill of the business associated with and symbolized by the Mark;
- (c) all income, royalties, and damages hereafter due or payable to MIT with respect to the Mark including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark;
- (d) all rights to sue for past, present, and future infringements or misappropriations of the Mark; and
- (e) any liability to third parties arising from use of the Mark, whether before or after the date of this Assignment.

## **2. DOCUMENTATION.**

MIT will, at the request and expense of edX, execute any documents that are reasonable and necessary for edX to perfect or otherwise enable the conveyance, transfer, and assignment of the Mark and the registration application therefor.

## **3. NO REPRESENTATIONS OR WARRANTIES.**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MIT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE MARK AND/OR THE REGISTRATION APPLICATION CORRESPONDING THERETO, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF MIT OR THIRD PARTIES, VALIDITY, ENFORCEABILITY AND SCOPE OF INTELLECTUAL PROPERTY RIGHTS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN NO EVENT SHALL MIT, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ECONOMIC DAMAGES, INJURY TO PROPERTY OR LOST PROFITS, REGARDLESS OF WHETHER MIT IS ADVISED, HAS REASON TO KNOW, OR IN FACT KNOWS OF THE POSSIBILITY OF THE FOREGOING.

## **4. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and permitted assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties.

## **5. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

## 6. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to MIT:  
Director  
Technology Licensing Office, Room NE18-501  
Massachusetts Institute of Technology  
One Cambridge Center, Kendall Square  
Cambridge, MA 02142-1601

If to cdX:  
Tena Herlihy  
Vice President  
Business & Legal Affairs  
11 Cambridge Center, Suite 101  
Cambridge, MA 02142

## 7. GOVERNING LAW.

This Assignment shall be governed by the laws of the Commonwealth of Massachusetts.

## 8. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

## 9. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## 10. ENTIRE ASSIGNMENT.

This Assignment, together with Exhibit A, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and

supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties that relate to such subject matter.

### 11. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of October 30, 2012.

MASSACHUSETTS INSTITUTE OF  
TECHNOLOGY

EDX INC.

By: *Lita Nelson*  
Name: LITA NELSEN, DIRECTOR  
Title: TECHNOLOGY LICENSING OFFICE  
Date: Oct 30, 2012

By: *Anant Agarwal*  
Name: Anant Agarwal  
Title: President  
Date: 10/30/2012

**EXHIBIT A**

**TRADEMARKS/SERVICE MARKS**

<b>Trademark</b>	<b>Application Serial Number</b>	<b>Application Date</b>
edX	U.S. Application 85614776	May 2, 2012