

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
Sagemont Corp.		12/21/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	The Sagemont Upper School, LLC		
Street Address:	2585 Glades Circle		
City:	Weston		
State/Country:	FLORIDA		
Postal Code:	33327		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85625321	THE SAGEMONT SCHOOL	
Serial Number:	78843314	THE SAGEMONT SCHOOL GRADES PRE-K3 - 12 ACCREDITED BY SACS/CITA & AISF	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4104006		
NAME OF SUBMITTER:	Richard Kalwa		

Signature:	/richard kalwa/
Date:	01/25/2013
Total Attachments: 5 source=Intercompany Trademark Assignment#page1.tif source=Intercompany Trademark Assignment#page2.tif source=Intercompany Trademark Assignment#page3.tif source=Intercompany Trademark Assignment#page4.tif source=Intercompany Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated December 21, 2012, is entered into by and between Sagemont Corp., a Florida corporation ("Assignor"), and The Sagemont Upper School, LLC, a Florida limited liability company ("Assignee").

BACKGROUND

Assignor is the owner of those certain Trademarks (as defined below) which are used in and necessary for the business operations of Assignee. Assignee is a subsidiary of Assignor and Assignor desires to convey, assign, transfer and deliver to Assignee for no consideration its entire right, title and interest in and to all of the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers and delivers to Assignee, free and clear of all liens or other encumbrances, all of Assignor's right, title and interest in and to all of its trademarks, service marks, trade dress, logos, slogans, trade names and corporate names (whether or not registered) (collectively, the "Trademarks"), including without limitation, those Trademarks listed on Schedule 1, together with any goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

3. This Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

4. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Florida applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Florida.

5. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

6. This Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Remainder of this page was intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Assignment to be duly executed on the date first above written.

ASSIGNOR:

SAGEMONT CORP.

By: 

Name: Brent Goldman

Title: President

[Signature page continues]

[Signature page to Trademark Assignment Agreement]

ASSIGNEE:

THE SAGEMONT UPPER SCHOOL, LLC

By: 

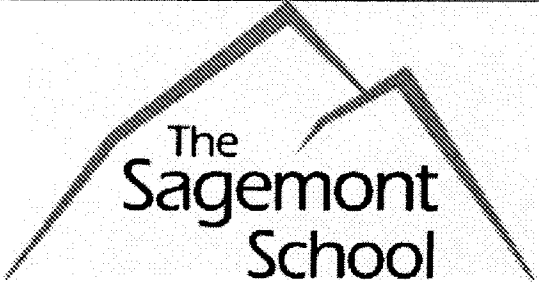
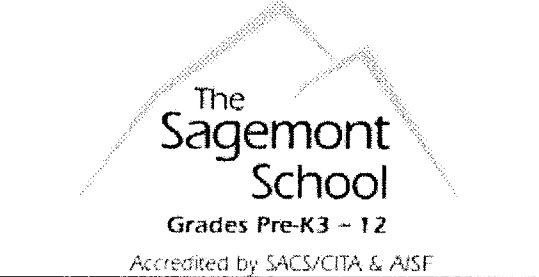
Print Name: Brent Goldman

Title: President


[Signature page to Trademark Assignment Agreement]

SCHEDULE 1

Trademarks Registered with the United States Patent and Trademark Office

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
	85625321	n/a	n/a
	78843314	3224689	April 3, 2007

Trademarks Filed with the Florida Division of Corporations

<u>Word Mark</u>	<u>Document Number</u>	<u>Filing Date</u>
	T06000000480	April 18, 2006