

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/22/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	The College Company, Inc.		05/08/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SimpleTuition, Inc.		
Street Address:	268 Summer St., Ste. 502		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3260496	TUITIONCOACH
CORRESPONDENCE DATA			
Fax Number:	5108688310		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5105939442		
Email:	omid@ipfoundry.com		
Correspondent Name:	Omid Mantashi		
Address Line 1:	360 Grand Ave. Ste. 90		
Address Line 4:	Oakland, CALIFORNIA 94610		
ATTORNEY DOCKET NUMBER:	TUITIONCOACH ASSIGNMENT		
NAME OF SUBMITTER:	Omid A. Mantashi		
Signature:	/OAM208226/		

OP \$40.00 3260496

Date:

05/09/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT
Nunc Pro Tunc

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), is dated and made effective as of February 22, 2013 ("Effective Date"), by and between The College Company, Inc., a Delaware corporation ("Assignor"), and SimpleTuition, Inc., a Delaware corporation ("Assignee").

A. Assignor owns the trademark TUTIONCOACH, for with respect to providing information in the field of college funding via the internet, and all business and activities incidental thereto, together with United States Patent and Trademark Registration No. 3,260,496 (collectively, the "Trademark") and has the right to assign all right, title and interest in and to the Trademark, together with the goodwill of the business identified by the mark;

B. Assignee desires to and has obtained all of Assignor's right, title and interest in and to the Trademark and the goodwill of the business identified by the mark; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, it is understood and agreed between the parties herein as follows:

1. **Promise to Assign.** Assignor agrees and does hereby assign to Assignee its entire right, title and interest in and to the Trademark, for the United States and for all other territories and countries, including without limitation any registrations and applications therefor, any renewals and extensions of the registrations, together with the goodwill associated with the Trademark, and all other corresponding rights that are or may be secured under the laws of the United States or any other territory or country, now or hereafter in effect, together with income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

2. **Representations and Warranties of Assignor.**

(a) Assignor represents and warrants that it owns valid and subsisting rights in the Trademark and its U.S. registration that are capable of being assigned to Assignee.

(b) Assignor knows of no adverse claims of ownership to the Trademark or of any existing state of facts that would support a claim that use by Assignee of the Trademark anywhere in the world infringes or otherwise violates any trademark right of any other person.

(c) The execution and delivery by Assignor of this Agreement, the performance and observance by Assignor of its obligations hereunder and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Assignor.

(d) This Agreement has been duly executed and delivered by a duly authorized officer of Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms.


(e) To Assignor's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this Agreement.

3. Severability. The unenforceability or invalidity of any article, section, subsection or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.


IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives, to be binding and effective as of the Effective Date first written above.

ASSIGNOR:
Tuition Coach, Inc.

ASSIGNEE:
SimpleTuition, Inc.



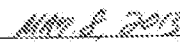
Kevin Walker
President



John Yee
SVP, Finance

5/7/2013

Date



Date