

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
Regency Corporation		06/25/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cambio Education, LLC		
Street Address:	1600 Utica Avenue South		
Internal Address:	9th Floor		
City:	St. Louis Park		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85893952	STUDIO LUMA	
CORRESPONDENCE DATA			
Fax Number:	6126723777		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-612-3765		
Email:	pcurran@messlerIKramer.com		
Correspondent Name:	Pamela Curran		
Address Line 1:	100 South Fifth Street		
Address Line 2:	1400 Fifth Street Towers		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Daniel N. Itzkowitz		
Signature:	/Daniel N. Itzkowitz/		
Date:	06/26/2013		
Total Attachments: 2 source=Assignment of Trademarks - STUDIO LUMA#page1.tif source=Assignment of Trademarks - STUDIO LUMA#page2.tif			

OP \$40.00 85893952

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of the 25th day of June, 2013 (the "Effective Date"), is made by Regency Corporation, a Minnesota corporation (the "Assignor"), in favor of Cambio Education, LLC, a Minnesota limited liability partnership (the "Assignee").

In consideration of good and valuable consideration the receipt of which is hereby acknowledged, the Assignor, hereby assigns, and transfers to the Assignee, all of the Assignor's entire right, title and worldwide interest in and to the trademarks and trade names set forth on Exhibit A attached to this Assignment (the "Trademarks"), including (i) all of the goodwill of the business associated or connected with the use of and symbolized by the Trademarks; (ii) any trademark applications or registrations therefor; and the right to file any document to maintain any such application or registration; (iii) all common law trademark or trade name rights or logos in said marks; (iv) the right to file applications for registration and other filings worldwide; and (v) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom.

Assignor acknowledges that as of the date of this Assignment, Assignor shall not claim to possess any right, title or interest in and to the Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee's rights therein and shall not adopt or use or register any name or mark anywhere in the world which infringes or otherwise violates the Trademarks.

At the request of Assignee, Assignor agrees to execute and deliver, at Assignee's cost, such additional documents as may be reasonably necessary or appropriate to effectuate, carry out, and consummate this Assignment and the transactions contemplated thereby.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be duly executed effective this 25th day of June, 2013.



Regency Corporation

By: [Signature]
Name: Joseph Gaylord
Title: CEO

STATE OF MN)
) ss.
COUNTY OF Sherburne)

The foregoing instrument was acknowledged before me this 25th day of June, 2013, by Joseph Gaylord, the Chief Executive Officer of Assignor.

[Signature]
Notary Public

**EXHIBIT A
TO ASSIGNMENT OF TRADEMARKS**

TRADEMARKS

1. Trademarks and tradenames: STUDIO LUMA

2. Filings with the United States Patent and Trademark Office:

REF	MARK	SERIAL NUMBER	REGISTRATION NUMBER
1.	STUDIO LUMA	85893952	NA