

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
ATI Enterprises, Inc.		08/12/2013	CORPORATION: TEXAS
ATI Enterprises of Florida, Inc.		08/12/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	STVT-AAI Education Inc.		
Street Address:	8701 Bedford Eules Road, Suite 400		
City:	Hurst		
State/Country:	TEXAS		
Postal Code:	76053		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3928373	AAI SUCCESS DRIVEN	
Registration Number:	3969366	STVT SOUTH TEXAS VO-TECH INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2128062560		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-806-5763		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	002838/0007		
NAME OF SUBMITTER:	Jeffrey M. Mann		

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Signature:	/jeffrey m. mann/
Date:	08/12/2013
Total Attachments: 5 source=TM Assignment ATI#page1.tif source=TM Assignment ATI#page2.tif source=TM Assignment ATI#page3.tif source=TM Assignment ATI#page4.tif source=TM Assignment ATI#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of August 12, 2013 (“**Effective Date**”), by and among ATI ENTERPRISES, INC., a Texas corporation with its principal place of business at 8701 Bedford Eules Road, Suite 400, Hurst, Texas 76053 and ATI ENTERPRISES OF FLORIDA, INC., a Texas corporation with its principal place of business at 8701 Bedford Eules Road, Suite 400, Hurst, Texas 76053 (each an “**Assignor**”, collectively the “**Assignors**”), and STVT-AAI EDUCATION INC., a Texas corporation, with its principal office at 8701 Bedford Eules Road, Suite 400, Hurst, Texas 76053 (“**Assignee**”). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignors, the Assignee and certain other parties have entered into that certain Asset Purchase Agreement, dated as of May 30, 2013 (the “**Purchase Agreement**”), the terms of which are incorporated herein by reference, which provides, among other things, that the Assignee be designated as the “Bidder Designee” at the Closing with respect to the Acquired Assets specified in a Section 2.6 Notice and thereby receive all of the Assignors’ right, title and interest in, to and under such Acquired Assets, including without limitation, the Marks (as defined below); and

WHEREAS, each applicable Assignor is the sole and exclusive owner of and wishes to assign to Assignee the trademark registrations set forth on Schedule A attached hereto corresponding to such Assignor’s name, along with the associated applications therefor (collectively, the “Marks”), together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignors hereby assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all 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 Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks to record this Assignment and record Assignee as the assignee and

owner of the Marks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. This Assignment is being executed to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to limit or modify in any way the terms of the Purchase Agreement. To the extent any provision of this Assignment conflicts with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. This Assignment may be executed in multiple counterparts (including by means of facsimile), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to principles governing conflicts of law.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignors:

ATI ENTERPRISES, INC.

By: MF/Gries
Name: MF Gries
Title: Interim CEO

ATI ENTERPRISES OF FLORIDA, INC.

By: MF/Gries
Name: MF Gries
Title: Interim CEO

ASSIGNEE:

STVT-AAI EDUCATION INC.

By: _____
Name: _____
Title: _____

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignors:

ATI ENTERPRISES, INC.

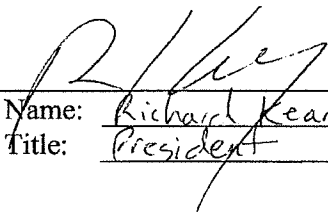
By: _____
Name: _____
Title: _____

ATI ENTERPRISES OF FLORIDA, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

STVT-AAI EDUCATION INC.

By:  _____
Name: Richard Kearney
Title: President

[Signature page to Trademark Assignment]

SCHEDULE A

MARKS

MARK	OWNER	REGISTRATION NO.	REG. DATE
AAI SUCCESS DRIVEN & Design	ATI Enterprises of Florida, Inc.	3,928,373	March 8, 2011
STVT SOUTH TEXAS VO-TECH INSTITUTE &Design	ATI Enterprises, Inc.	3,969,366	May 31, 2011