

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
Altius Education, Inc.		10/09/2013	CORPORATION: DELAWARE
Altius University, LLC		10/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
Altius Services, LLC		10/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Datamark Inc.
Street Address:	175 South West Temple, Suite 700
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3971306	ALTIUS EDUCATION
Registration Number:	3971307	ALTIUS EDUCATION
Registration Number:	4265327	ALTIUS UNIVERSITY
Registration Number:	4318336	ALTIUS UNIVERSITY
Registration Number:	3982090	ALTIUSED
Registration Number:	3978763	ALTIUSED
Registration Number:	4198462	ALTIUSED
Registration Number:	4198461	ALTIUSED
Registration Number:	4310519	HELIX
Registration Number:	4310521	HELIX
Registration Number:	4310520	HELIX

OP \$290.00 3971306

CORRESPONDENCE DATA

Fax Number: 2123362222

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123362168

Email: IPDOCKETING@PBWT.COM

Correspondent Name: Edward H. Smoot

Address Line 1: Patterson Belknap Webb & Tyler LLP

Address Line 2: 1133 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T2921-015 (T.SMOOT)
NAME OF SUBMITTER:	Edward H. Smoot
Signature:	/Edward H. Smoot/
Date:	10/16/2013
Total Attachments: 5 source=T2921assign#page1.tif source=T2921assign#page2.tif source=T2921assign#page3.tif source=T2921assign#page4.tif source=T2921assign#page5.tif	

ASSIGNMENT AND TRANSFER OF TRADEMARKS

This ASSIGNMENT AND TRANSFER OF TRADEMARKS (this "Agreement") dated as of October 9, 2013 is among Altius Education, Inc., a Delaware corporation ("Altius Education"), Altius University, LLC, a Delaware limited liability company ("Altius University"), Altius Services, LLC, a Delaware limited liability company ("Altius Services," and each of Altius Education, Altius University and Altius Services, an "Assignor," and together, the "Assignors") and Datamark Inc., a Delaware corporation (the "Assignee"). Each capitalized term used but not otherwise defined herein shall have the meaning specified for such term in the Purchase Agreement (as defined below). The parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and subject to the terms, conditions and in furtherance of the objectives of the Asset Purchase Agreement dated October 9, 2013 by and among the Assignors and the Assignee (the "Purchase Agreement"), each Assignor hereby irrevocably assigns to the Assignee in perpetuity all of its worldwide right, title and interest in and to the Trademarks, including all common law trademarks and those registered trademarks and pending applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized by the Trademarks and all past and future causes of action, including its right to sue for and collect damages for infringement and violations of the same.

2. Each Assignor agrees to execute and deliver to the Assignee further documents as may be necessary to record the transfer of the Trademarks contemplated by this Agreement and to do such other acts and things that the Assignee reasonably requests to perfect or evidence this transfer and to register the Trademarks or record the assignments.

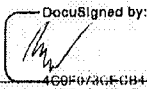
3. This Agreement and any related dispute are governed by the law of the State of New York applicable to assignments and agreements made and performed in such state.

* * *

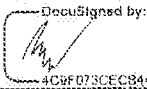
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

ALTIUS EDUCATION, INC.

By: 
Name: Eric Muhlheim
Title: Chief Financial Officer

ALTIUS UNIVERSITY, LLC

By: 
Name: Eric Muhlheim
Title: Chief Financial Officer

ALTIUS SERVICES, LLC

By: _____
Name: Paul Freedman
Title: Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

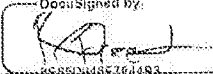
ALTIUS EDUCATION, INC.

By: _____
Name: Eric Muhlheim
Title: Chief Financial Officer

ALTIUS UNIVERSITY, LLC

By: _____
Name: Eric Muhlheim
Title: Chief Financial Officer

ALTIUS SERVICES, LLC

By:  _____
Name: Paul Freedman
Title: Manager

Assignment and Transfer of Trademarks

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE:

DATAMARK INC.

By: 

Name: Oakleigh Thorne

Title: Chairman

Schedule A

U.S. Patent & Trademark Office

Title	Official No.	Application Date	Registration Date	Local Classes	Case Status
ALTIUS EDUCATION	3971306	Oct-12-2009	May-31-2011	41	Registered
ALTIUS EDUCATION	3971307	Oct-12-2009	May-31-2011	35	Registered
ALTIUS UNIVERSITY	4265327	Aug-05-2011	Dec-25-2012	41	Registered
 UNIVERSITY	4318336	Jan-12-2012	Apr-09-2013	41	Registered
ALTIUSED	3982090	Aug-21-2009	Jun-21-2011	41	Registered
ALTIUSED	3978763	Aug-21-2009	Jun-14-2011	35	Registered
	4198462	Jan-25-2012	Aug-28-2012	41	Registered
	4198461	Jan-25-2012	Aug-28-2012	35	Registered
HELIX	4310519	Mar-30-2012	Mar-26-2013	41	Registered
HELIX	4310521	Mar-30-2012	Mar-26-2013	45	Registered
HELIX	4310520	Mar-30-2012	Mar-26-2013	42	Registered

Assignment and Transfer of Trademarks