

## 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																															
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CORRESPONDENCE DATA																															
<p>Fax Number:</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Email:                    lisa.gates@bakermckenzie.com,                                      colleen.brennan@bakermckenzie.com</p> <p>Correspondent Name:    Lisa Parker Gates</p> <p>Address Line 1:         300 East Randolph Street, Suite 5000</p> <p>Address Line 2:         Baker &amp; McKenzie LLP</p> <p>Address Line 4:         Chicago, ILLINOIS 60601</p>																															
ATTORNEY DOCKET NUMBER:	85200719-000106																														
NAME OF SUBMITTER:	Lisa Parker Gates																														

Signature:	/lisa parker gates/
Date:	12/03/2013
Total Attachments: 5 source=Trademark Assignment SGUK to SGUSA 28 11 13#page1.tif source=Trademark Assignment SGUK to SGUSA 28 11 13#page2.tif source=Trademark Assignment SGUK to SGUSA 28 11 13#page3.tif source=Trademark Assignment SGUK to SGUSA 28 11 13#page4.tif source=Trademark Assignment SGUK to SGUSA 28 11 13#page5.tif	

DATED October 2013

STUDY GROUP UK LIMITED

and

STUDY GROUP USA INC.

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TRADE MARK ASSIGNMENT

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## TRADE MARK ASSIGNMENT

DATE: October 2013

### BETWEEN:

- (1) **STUDY GROUP UK LIMITED**, a company incorporated under the laws of the United Kingdom, with company number 3108030, whose registered office is at Brighton Study Centre 1 Billinton Way, Brighton East Sussex BN1 4LF, United Kingdom ("Assignor"); and
- (2) **STUDY GROUP USA INC**, a company incorporated under the laws of Delaware, USA, with company number 386181, whose registered office is at c/o National Registered Agents, Inc. 160 Greentree Dr, Ste 101, Dover, Delaware 19904 ("Assignee").

### RECITALS:

- (A) The Assignor is the owner of certain registered trade marks.
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Agreement.

### IT IS AGREED as follows:

#### 1. ASSIGNMENT

- 1.1 In consideration of the sum of £1.00, inclusive of any applicable taxes, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the registered trade marks set out in the schedule to this Agreement together with any common law rights and all the goodwill attaching thereto (the "Trade Marks") such assignment to take effect from 17 September 2013.
- 1.2 The assignment of the Trade Marks shall include the right for the Assignee to bring proceedings against any third party in relation to the Trade Marks, including the right to sue in respect of every act of infringement of the Trade Marks occurring prior to the date of this Agreement.

#### 2. FURTHER ASSURANCE

The Assignor agrees at the request of £1.00, inclusive of any applicable taxes of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement.

#### 3. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

4. GENERAL

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

SCHEDULE

Country	Mark	Classes / Services	Appl. No.	Current Appl. Date	Current Reg. No.	Current Reg. Date	Status	Next Renewal Due
U.S.A.	EMBASSY CES	41 Education services in the nature of courses teaching English as a second language 42 Arranging for temporary housing accommodation for students	75610651	22 Dec 1998	2747521	5 Aug 2003	REGISTERED	5 Aug 2013

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Trade Mark Assignment

EXECUTED by the parties:

Signed for and on behalf of: STUDY GROUP UK LIMITED

Signature: [Handwritten Signature]

Name: CORDON BULL

Title: DIRECTOR

Date: 28 NOVEMBER 2013

Signed for and on behalf of: STUDY GROUP USA INC.

Signature: [Handwritten Signature]

Name: JAMES F. O'RAHANE

Title: Treasurer & Secretary

Date: November 27, 2013