

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOPSCHOOL ASSETS, LLC		03/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EDUCATION TECHNOLOGY PARTNERS, LLC		
Street Address:	3660 GRANDVIEW PARKWAY, SUITE 300		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3598007	TOPSCHOOL SLM	
Registration Number:	3598006	TOPSCHOOL	
Serial Number:	77870654	TOPFLEX	
Serial Number:	77870367	TOPX	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-254-1036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 Sixth Avenue North, Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	17195-0001		
NAME OF SUBMITTER:	C. Brandon Browning		
SIGNATURE:	/cbbrowning/		
DATE SIGNED:	04/01/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is executed by and between **TOPSCHOOL ASSETS, LLC**, a Delaware limited liability company ("TopSchool"), and **EDUCATION TECHNOLOGY PARTNERS, LLC**, a Delaware limited liability company ("ETP"), on the last of the dates set forth below the parties' signatures but is to be effective as of December 31, 2013 (the "Effective Date").

RECITALS

A. TopSchool is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth in Section 1 below (collectively, the "Marks"), together with the goodwill of the business connected with and symbolized by the Marks.

B. TopSchool desires convey, transfer, assign, deliver and contribute to ETP all of its right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Adoption of Recitals; Marks.** The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement. TopSchool, having its principal offices at 3660 Grandview Parkway, Suite 300, Birmingham, Alabama 35243, owns the following trademarks (collectively, the "Marks"):

"**TOPSCHOOL SLM**," United States Registration No. 3,598,007, for use in connection with "application service provider (ASP) featuring software for use by educational institutions for student lifecycle management in the nature of managing student recruitment, admissions, enrollment, records and grades, and alumni giving."

"**TOPSCHOOL**," United States Registration No. 3,598,006, for use in connection with "application service provider (ASP) featuring software for use by educational institutions for student lifecycle management in the nature of managing student recruitment, admissions, enrollment, records and grades, and alumni giving."

"**TOPX**," Serial Number 77,870,654, for use in connection with ""application service provider (ASP) featuring software for use by educational institutions for student lifecycle management in the nature of managing student recruitment, admissions, enrollment, records and grades, and alumni giving; application service provider featuring application programming interface (API) software for allowing data retrieval, upload, access and management; application service provider featuring application programming interface (API) software for use in building software applications."

"**TOPFLEX**," Serial Number 77,870,367, for use in connection with ""application service provider (ASP) featuring software for use by educational institutions for student lifecycle management in the nature of managing student recruitment, admissions, enrollment, records and grades, and alumni giving; providing a website that gives users the ability to create customized web pages featuring user-defined information."

ETP, having its principal offices at having its principal offices at 3660 Grandview Parkway, Suite 300, Birmingham, Alabama 35243, is desirous of acquiring all right, title and interest of TopSchool in and to the Marks.

2. Assignment. TopSchool hereby irrevocably sells, assigns, transfers and conveys to ETP, its successors and assigns, in perpetuity, all right, title, and interest, throughout the world, whether created, or created in the future, in and to the Marks, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks).

TopSchool authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth herein to ETP as assignee of TopSchool's entire right, title and interest therein. TopSchool agrees that it will communicate to ETP any facts known to TopSchool respecting the Marks, and sign all lawful papers covering the Marks, and make all rightful oaths to perfect such right, title and interest in the Marks in ETP.

3. Registration Fees. The registration for the change of registered owner of the Marks shall be undertaken by ETP, and ETP shall bear the registration fees incurred thereby.

4. Effective Date. This Agreement has been duly executed by the parties' authorized representatives as of the date set forth in the acknowledgments but shall be effective as of the Effective Date set forth above.

5. Amendment and Supplement. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

6. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

7. Miscellaneous. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Alabama and the United States without reference to its provision governing choice of law. The parties hereto shall not be deemed partners, joint venturers or representatives of the other. Each party is an independent entity and retains complete control over its performance. The parties hereto acknowledge and agree that any breach of the terms of this Agreement could give rise to irreparable harm for which money damages would not be an adequate remedy, and accordingly the parties agree that, in addition to any other remedies, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance or a request for injunction.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their representatives, thereunto duly authorized, as of the day and year set forth below their signatures to be effective as of the Effective Date.

TOPSCHOOL ASSETS, LLC

By: [Signature]
Name: ROGER MILLER
Title: MANAGING DIRECTOR
Date: 3/5/2014

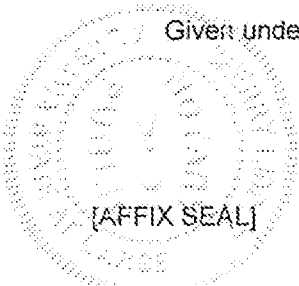
EDUCATION TECHNOLOGY PARTNERS, LLC

By: [Signature]
Name: Chris Larson
Title: Director
Date: 2/24/14

STATE OF AL)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Roger Miller, whose name as Managing Director of TopSchool Assets, LLC, a Delaware limited liability company, is signed to the foregoing Trademark Assignment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 5 day of March, 2014



[Signature]
Notary Public
My commission expires: 10/15/17

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Education Technology Partners, LLC, a Delaware limited liability company, is signed to the foregoing Trademark Assignment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public
My commission expires: _____

[AFFIX SEAL]

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