

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302544

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Mandell School Inc.		04/01/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Mandell School LLC		
<b>Street Address:</b>	775 Columbus Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3590797	MANDELL SCHOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7877667001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	787-766-7000		
<b>Email:</b>	trademarksmc@ferraiuoli.com		
<b>Correspondent Name:</b>	Maristella Collazo-Soto		
<b>Address Line 1:</b>	221 Ponce de Leon Avenue		
<b>Address Line 2:</b>	5th Floor		
<b>Address Line 4:</b>	San Juan, PUERTO RICO 00917		
<b>ATTORNEY DOCKET NUMBER:</b>	211.45		
<b>NAME OF SUBMITTER:</b>	Maristella Collazo-Soto		
<b>SIGNATURE:</b>	/Maristella Collazo Soto/		
<b>DATE SIGNED:</b>	04/24/2014		
<b>Total Attachments: 4</b>			
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OP \$40.00 3590797

**ASSIGNMENT AND TRANSFER OF THE MANDELL SCHOOL  
DESIGN AND WORD TRADEMARKS AND "M" LOGO**

THIS AGREEMENT is entered into this 1st day of April, 2014 (the "Effective Date") by and between THE MANDELL SCHOOL INC. ("Assignor"), a corporation organized under the Laws and statutes of the State of New York and THE MANDELL SCHOOL LLC, a ~~corporation~~ *limited liability company* organized under the Laws and statutes of the State of New York ("Assignee"). *END*

This agreement serves to assign and transfer the rights to all pending the registrations (including any pending office fees), together with the "goodwill" associated with the following marks in the United States Patent and Trademark Office:

1. The Mandell School (design mark for the logo);
2. The Mandell School (word mark); and
3. The "M" logo design.

**WITNESSETH:**

WHEREAS, Assignor is the sole and exclusive owner of the rights, title and interest to the Trademarks "*The Mandell School*" design mark for the logo, "*The Mandell School*" word mark, and the "M" logo design; the business and commercial "goodwill" related therewith and all pending trademark registrations identified more fully in the attached Schedule A; and

WHEREAS, Assignee desires to acquire all rights, title, and interest in the universe in and to the Trademarks "*The Mandell School*" design mark for the logo, "*The Mandell School*" word mark, and the "M" logo design; pending registration and all business "goodwill" related therewith;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

1. **Assignment.** In consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00) upon execution of this agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee the full and exclusive entire right, title, ownership and interest in and to the Trademarks "*The Mandell School*" design mark for the logo, "*The Mandell School*" word mark, and the "M" logo design, and the business "goodwill" associated therewith, including, without limitation, all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business associated with and symbolized by the Trademarks "*The Mandell School*" design mark for the logo, "*The Mandell School*" word mark, and the "M" logo design.

2. **Non-Infringement.** The use of the marks "*The Mandell School*" design mark for the logo, "*The Mandell School*" word mark, and the "M" logo design do not violate or infringe any copyright, patent, trademark, trade name or other intellectual property right of a third person or misappropriate any trade secret right of a third person.

3. **No Transfer.** Other than to Assignee pursuant to this Agreement, there has been no sale,

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license, assignment, conveyance or other transfer to any other person of the trademark and the domain name.

4. Claims. Assignor is not aware of any claim, actual or potential, by any person other to any rights of any kind in or to the trademark and domain name.

5. Authority. Assignor has the power and authority to enter into this Agreement and perform its obligations under this Agreement.

6. Additional Documents. Assignor will execute, sign, draft and issue any and all documentation necessary at the moment and/or after the execution of this agreement to duly secure Assignee's rights in the mark "*The Mandell School*" design mark for the logo, "*The Mandell School*" word mark, and the "M" logo design.

7. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the Party making the waiver.

8. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

9. Amendment. No amendment of this Agreement shall be valid unless in writing and signed by both Parties.

10. Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Puerto Rico without regard to its conflict of laws provisions.

11. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the Commonwealth of Puerto Rico. The Parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the Parties by the federal and state courts in the Commonwealth of Puerto Rico. The Parties hereby irrevocably waive any and all objections which any Party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the Commonwealth of Puerto Rico and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the Commonwealth of Puerto Rico.

12. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing Party may be entitled.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which will together constitute this one Agreement.



TRADEMARK

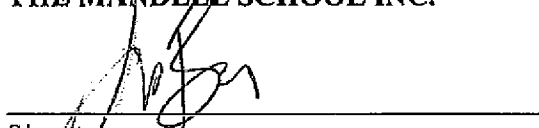
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14. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

15. Entire Agreement. This Agreement, together with its Schedule A, which is incorporated by reference herein, constitutes the entire understanding and agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous statements, understandings and Agreements, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement effective from the Effective Date.

**THE MANDELL SCHOOL INC.**

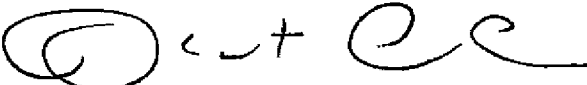


Signature

Name: Mr. José Bitón

Title: President

**THE MANDELL SCHOOL LLC**



Signature

Name: Ken Cohen

Title: Chief Operating Officer & Treasurer

**SCHEDULE A**

This agreement serves to assign and transfer the rights, together with the "goodwill" associated with the following marks in the United States Patent and Trademark Office:

1. The Mandell School (design mark for the logo): registration no. 3590798;
2. The Mandell School (word mark): registration no. 3590797; and
3. The "M" logo design: registration no. 4030753.

