

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RANDALL-REILLY PUBLISHING COMPANY, LLC		08/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WW SCHOLARS, LLC		
Street Address:	1306 University Boulevard		
Internal Address:	Suite F		
City:	Tuscaloosa		
State/Country:	ALABAMA		
Postal Code:	35401		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1482308	WHO'S WHO AMONG STUDENTS IN AMERICAN JUN	
Registration Number:	1482309	WHO'S WHO AMONG STUDENTS IN AMERICAN UNI	
CORRESPONDENCE DATA			
Fax Number:	2054886267		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-521-8267		
Email:	devans@babco.com		
Correspondent Name:	Donita Evans		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	Bradley Arant Boult Cummings LLP		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	T81835US010LF		
NAME OF SUBMITTER:	Donita Evans		
SIGNATURE:	/donita evans/		
DATE SIGNED:	09/08/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 31, 2014, is made by RANDALL-REILLY PUBLISHING COMPANY, LLC ("**Seller**"), a Delaware limited liability company, located at 3200 Rice Mine Road NE, Tuscaloosa, Alabama 35406 in favor of WW SCHOLARS, LLC ("**Buyer**"), an Alabama limited liability company, located at 1306 University Boulevard, Suite F, Tuscaloosa, Alabama 35401, the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT between Buyer and Seller, dated as of August 31, 2014 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Registrations**"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto (if any), the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of the portion of Seller's business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller in and to the trademarks as set forth in the Registrations, along with any and all rights accruing under any of the Registrations provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof (at Buyer's expense but without any fees to be levied by Seller), including the execution of any necessary and proper documents of assignment, and the delivery of any files, registrations, or other similar items that are in the possession of Seller, to facilitate the recordation of the Assigned Trademarks into the name of Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

RANDALL-REILLY PUBLISHING COMPANY, LLC

By: David Wright
Name: David Wright
Title: CAO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Name or Design	Filing Date	Application Serial No.	Registration Date	Registration No.
US (Federal)	WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES	04/13/1987	73/654,682	03/29/1988	1,482,308
US (Federal)	WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES & COLLEGES	04/13/1987	73/654,687	03/29/1988	1,482,309