

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GANNETT SATELLITE INFORMATION NETWORK, INC.		12/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GHG ACQUISITION, INC.		
Street Address:	99 Park Avenue		
Internal Address:	Suite 1560		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2517352	BLEND VOCATION WITH VACATION	
Registration Number:	2833421	CE DIRECT	
Registration Number:	1782891	MOVING NETWORK	
Registration Number:	1938802	NURSEWEEK	
Registration Number:	1500500	NURSING SPECTRUM	
Registration Number:	3630110	NURSING SPECTRUM	
Registration Number:	1785530	NURSING SPECTRUM	
Registration Number:	3054507	NUTRITION DIMENSION	
Registration Number:	3699919	TODAY IN OT	
Registration Number:	3481301	TODAY IN PT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-585-8000		
Email:	jmolino@nixonpeabody.com		
Correspondent Name:	Jeffrey S. Molinoff		

CH \$265.00 2517352

Address Line 1: 401 9th Street NW
Address Line 2: Suite 900 / Nixon Peabody LLP
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 000556-100167

NAME OF SUBMITTER: Jeffrey S. Molinoff

SIGNATURE: /JSM/

DATE SIGNED: 01/06/2015

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS **TRADEMARK ASSIGNMENT** ("Assignment") is by and between GANNETT SATELLITE INFORMATION NETWORK, INC., a Delaware corporation, located at 7950 Jones Branch Drive, McLean, Virginia 22107 ("Assignor"), and GHG ACQUISITION, INC., a Delaware corporation, located at 99 Park Avenue, Suite 1560, New York, NY 10016 ("Assignee") as of December 29, 2014 (the "Effective Date").

WHEREAS, Assignor is the owner of the trademarks and, to the extent recorded, the owner of record of the U.S. Trademark Registrations and Applications, each listed in Schedule 1 (the "Marks"); and

WHEREAS, Assignor and Assignee, together with OnCourse Learning Corporation, a Delaware corporation (solely for purposes of Section 5.16 therein), have entered into that certain Asset Purchase Agreement, dated as of December 12, 2014 (the "Asset Purchase Agreement") (capitalized terms not otherwise defined herein that are defined in the Asset Purchase Agreement shall have the meanings specified for such terms in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby, and the parties wish to record such assignment in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:.

1. Assignment. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Marks set forth in Schedule 1, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Marks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
3. Asset Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Asset Purchase Agreement and for the consideration as provided for therein. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or


impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature Page Follows]

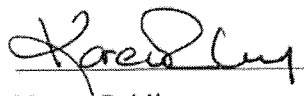
IN WITNESS OF THE FOREGOING AGREEMENT, the parties hereto set their hands hereto on the dates noted below.

GANNETT SATELLITE INFORMATION NETWORK, INC.

By: 
Name: Tom Cox
Title: V.P.
Dated: 12-29-2014

STATE OF Virginia)
) ss.
COUNTY OF Fairfax)

Before me, the undersigned authority, on this 29th day of December, 2014, personally appeared Tom Cox known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the _____.


Notary Public



(Legibly Print or Stamp Name of Notary)

GHG ACQUISITION, INC.

By: [Signature]

Name: Patrick Sheahan

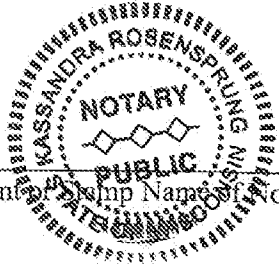
Title: President and Chief Executive Officer

Dated: 12/18/2014

STATE OF Wisconsin)
) ss.
COUNTY OF Waukesha)

Before me, the undersigned authority, on this 18 day of December, 2014, personally appeared Patrick Sheahan known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the GHG Acquisition, Inc.

[Signature]
Notary Public
Expires: 5-29-18



(Legibly Print or Stamp Name of Notary)

SCHEDULE 1

MARKS

Registered U.S. Trademarks:

<u>Mark</u>	<u>Registration No.</u>	<u>Owner Name</u>
BLEND VOCATION WITH VACATION	2,517,352	Gannett Satellite Information Network, Inc.
CE DIRECT	2,833,421	Gannett Satellite Information Network, Inc.
MOVING NETWORK	1,782,891	Gannett Satellite Information Network, Inc.
NURSEWEEK	1,938,802	Gannett Satellite Information Network, Inc.
NURSING SPECTRUM	1,500,500	Gannett Satellite Information Network, Inc.
NURSING SPECTRUM	3,630,110	Gannett Satellite Information Network, Inc.
NURSING SPECTRUM	1,785,530	Gannett Satellite Information Network, Inc.
NUTRITION DIMENSION	3,054,507	Gannett Satellite Information Network, Inc.
TODAY IN OT	3,699,919	Gannett Satellite Information Network, Inc.
TODAY IN PT	3,481,301	Gannett Satellite Information Network, Inc.

Unregistered Trademarks:

CONTINUINGEDUCATION.COM
NEVER STOP LEARNING
NURSE.COM
WHERE THE NURSES ARE
PEARLSREVIEW
PEARLSREVIEW BY NURSE.COM

NURSE.com[†]

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pearlsREVIEW[†]

Today[™].PT[†]

Today[™].OT[†]

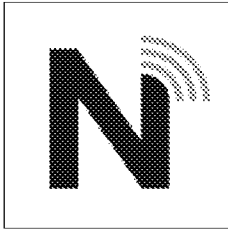
continuingEDUCATION.com[†]

CE[™]

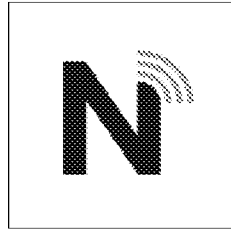
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Unregistered Trademarks (cont.):

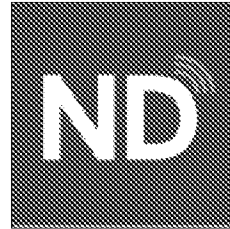
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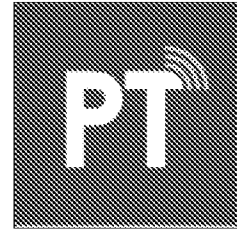
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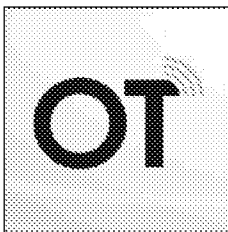
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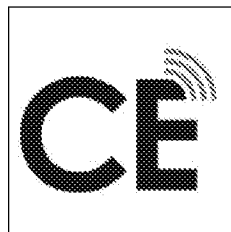
Facebook & Twitter



Facebook & Twitter



Facebook & Twitter



Facebook & Twitter

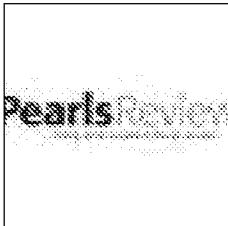


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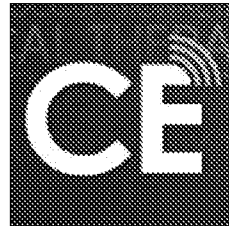


LinkedIn, Facebook and Google+

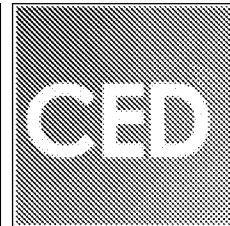
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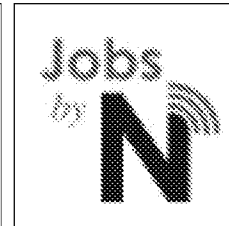
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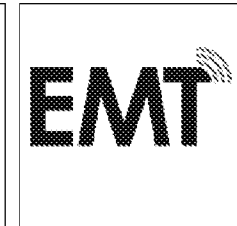
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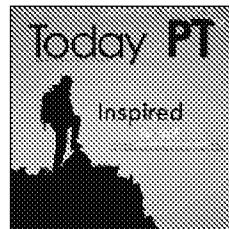
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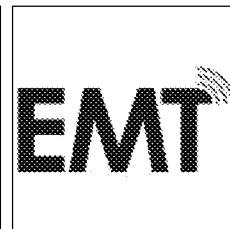
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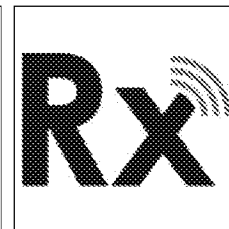
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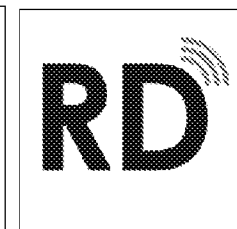
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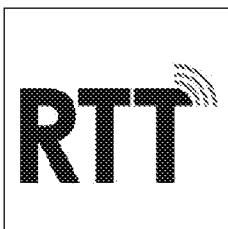
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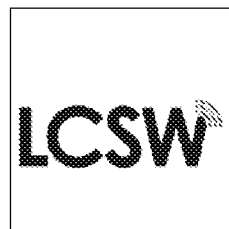
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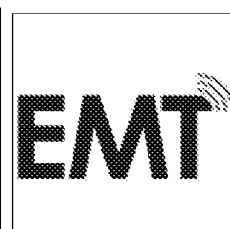
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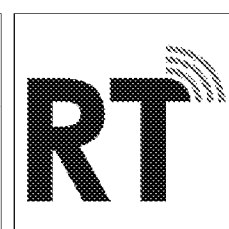
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