

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meritas, LLC		06/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Viking Holding Company, LLC		
Street Address:	630 Dundee Road		
Internal Address:	Suite 400		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85904376	LÉMAN	
Serial Number:	86408864	MERITAS INTERNATIONAL FAMILY OF SCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053688-0012		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/25/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made this 25th day of June 2015, by Meritas, LLC (“**Assignor**”), a Delaware limited liability company having a principal place of business at 630 Dundee Road, Suite 400, Northbrook, Illinois 60062, to Viking Holding Company, LLC (“**Assignee**”), a Delaware limited liability company having a principal place of business at 630 Dundee Road, Suite 400, Northbrook, Illinois 60062.

WHEREAS, Assignor, Assignee and certain other parties have entered into that certain Transaction Agreement, dated as of April 24, 2015 (as amended, modified, restated and/or supplemented from time to time, the “Transaction Agreement”), pursuant to which Assignor and Assignee have agreed to effect a reorganization;

WHEREAS, Assignor, having a *bona fide* intention to use in its business the trademarks identified on Schedule A attached hereto, has filed with the United States Patent and Trademark Office applications to register such marks, as described in Schedule A (collectively, the “**Trademarks**”);

WHEREAS, Assignee, as the successor of the business of Assignor to which the Trademarks pertain, desires, and Assignor has agreed to assign to Assignee, all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by such Trademarks; and

WHEREAS, Assignee and Assignor are desirous of executing a document suitable for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest in and to the Trademarks, including, but not limited to, the registration applications therefor and the right to prosecute and recover monetary damages for past, present and future infringements and other violations of the Trademarks, together with any and all goodwill of the business connected with the use of and symbolized by such Trademarks.

FURTHER, Assignor agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments as Assignee may reasonably request to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee all of Assignor’s rights in and to the Trademarks.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the date first written above.

Meritas, LLC, as ASSIGNOR

By: [Signature]
Name: M. Avi Epstein
Title: Vice President

STATE OF ILLINOIS

)

:

ss.:

COUNTY OF COOK

)

M. Avi Epstein

On this 22nd day of June, 2015 before me personally appeared _____, known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Meritas, LLC in entering into such Trademark Assignment.

[Signature]

Notary Public:


My commission expires: 2-17-19



[Signature Page to ITU Assignment]


ACKNOWLEDGED BY:

Viking Holding Company, LLC, as ASSIGNEE

By: 
Name: M. Avi Epstein
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATION APPLICATIONS

Mark	Jurisdiction	Application No.	Filing Date
LEMAN	United States	85/904,376	04/15/2013
MERITAS INTERNATIONAL FAMILY OF SCHOOLS and Design 	United States	86/408,864	09/29/2014