

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Michael Levitan		07/16/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	University Corporation for Advanced Internet Development		
<b>Street Address:</b>	1000 Oakbrook Drive, Suite 300		
<b>City:</b>	Ann Arbor		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48104		
<b>Entity Type:</b>	CORPORATION: D.C.		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3718905	COURSELOAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>			
<b>Phone:</b>	202-857-6000		
<b>Email:</b>	mitchell.justine@arentfox.com		
<b>Correspondent Name:</b>	Jason J. Mazur		
<b>Address Line 1:</b>	1717 K Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>ATTORNEY DOCKET NUMBER:</b>	030708.00000		
<b>NAME OF SUBMITTER:</b>	Jason J. Mazur		
<b>SIGNATURE:</b>	/Jason J. Mazur/		
<b>DATE SIGNED:</b>	07/17/2015		
<b>Total Attachments: 4</b>			
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OP \$40.00 3718905

## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made as of July 16, 2015 by and between Michael Levitan ("Assignor") and the University Corporation for Advanced Internet Development d/b/a Internet2 on behalf of Unizin Consortium ("Assignee").

### W I T N E S S E T H:

**WHEREAS**, Assignor has agreed to transfer, convey, and assign to Assignee all of Assignor's right, title, and interest in and to the trademark listed in Schedule A hereto (the "Trademark"), the registration of such Trademark with the United States Patent and Trademark Office as set forth on Schedule A hereto (the "Registration"), as well as all of Assignor's right, title, and interest in and to any and all other intellectual property owned, held, used, registered, or licensed by Assignor in connection with the business of e-textbooks and digital course material distribution symbolized by the Trademark (the "Other Intellectual Property"), including, in each case, all of the goodwill of the business symbolized therewith (the Trademark, Registration and Other Intellectual Property are collectively, the "Intellectual Property"); and

**WHEREAS**, Assignee seeks to acquire all right, title, and interest in and to the Intellectual Property.

**NOW, THEREFORE**, in consideration for a one-time payment by Assignee to Assignor of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Intellectual Property, together with the goodwill of the business symbolized therewith.

Assignor irrevocably and forever waives and relinquishes all rights and claims in and to the Intellectual Property.

Assignor shall cooperate in good faith with Assignee to execute any additional documents necessary to establish Assignee's right, title and interest in and to the Intellectual Property as contemplated by this Agreement.

This Assignment may be executed in counterparts, each of which will be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as a sealed instrument, as of the date first above written.

**ASSIGNOR:**



\_\_\_\_\_  
Michael Levitan

**ASSIGNEE:**

**UNIVERSITY CORPORATION FOR  
ADVANCED INTERNET DEVELOPMENT  
D/B/A INTERNET2 ON BEHALF OF UNIZIN  
CONSORTIUM**

By: \_\_\_\_\_

Name: James A. Pflasterer

Title: Chief Financial Officer

Signature Page to Intellectual Property Assignment

**TRADEMARK**

**REEL: 005579 FRAME: 0235**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as a sealed instrument, as of the date first above written.

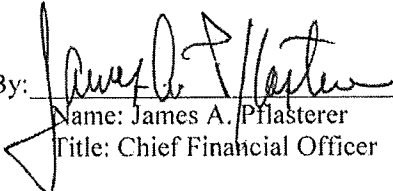
**ASSIGNOR:**

\_\_\_\_\_  
Michael L. Levitan

**ASSIGNEE:**

**UNIVERSITY CORPORATION FOR  
ADVANCED INTERNET DEVELOPMENT  
D/B/A INTERNET2 ON BEHALF OF UNIZIN  
CONSORTIUM**

By: \_\_\_\_\_

  
Name: James A. Pfisterer  
Title: Chief Financial Officer

Signature Page to Intellectual Property Assignment

**SCHEDULE A  
U.S. REGISTRATIONS**

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Class</i>
COURSELOAD	3718905	December 1, 2009	38