

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apollo Education Group, Inc.		10/30/2015	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Carnegie Learning, Inc.		
Street Address:	437 Grant Street		
Internal Address:	Suite 1906		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75652381	LEARNING BY DOING	
CORRESPONDENCE DATA			
Fax Number:	6027356219		
<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:	(408) 674-3361		
Email:	shane.lunceford@apollo.edu		
Correspondent Name:	Shane Lunceford		
Address Line 1:	4025 South Riverpoint Parkway		
Address Line 4:	Phoenix, ARIZONA 85040		
ATTORNEY DOCKET NUMBER:	CARNEGIE		
NAME OF SUBMITTER:	Shane Lunceford		
SIGNATURE:	/Shane Lunceford/		
DATE SIGNED:	11/02/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 30, 2015, is made by Apollo Education Group, Inc. ("**Assignor**"), an Arizona Corporation, located at 4025 South Riverpoint Pkwy Phoenix, AZ 85040, and Carnegie Learning, Inc. ("**Assignee**"), a Pennsylvania Corporation, located at 437 Grant Street Suite 1906 Pittsburgh, PA 15219.

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor, and Assignor wishes to convey, transfer, and assign to Assignee certain intellectual property rights of Assignor that relate to and are currently used as a part of Assignee's business, and wishes to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registration and application for **LEARNING BY DOING** (U.S. Reg. No. 2480491; U.S. Appln. No. 75652381), together with any applications resulting from a request to divide, the goodwill connected with the use of and symbolized thereby and all issuances, extensions, and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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 Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts This IP 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 IP 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 IP Assignment.

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

5. Governing Law This IP 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 IP 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

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

APOLLO EDUCATION GROUP, INC.

By: 

Name: Mitch Bowling

Title: Chief Operating Officer

Address for Notices: Apollo Education Group, Inc.
Intellectual Property Counsel
4025 S. Riverpoint Parkway
Mail Stop: CF-K612
Phoenix, AZ 85040

AGREED TO AND ACCEPTED:

CARNEGIE LEARNING, INC.

By: 

Name: Steven Ramel

Title: President

Address for Notices: Carnegie Learning, Inc.
Intellectual Property Counsel
437 Grant Street
Suite 1906
Pittsburgh, PA 15219