

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Higher One, Inc.		11/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CL NewCo, Inc.		
Street Address:	210 Ellicott St., Suite 200		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4071780	CAMPUS LABS	
Registration Number:	3046038	COLLEGIATELINK	
Registration Number:	3889154	COMPLIANCE ASSIST!	
Registration Number:	3717502	STUDENTVOICE	
Registration Number:	3717501	STUDENTVOICE	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	132013/245864		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	12/17/2015		

OP \$140.00 4071780

Total Attachments: 8

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page1.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page2.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page3.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page4.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page5.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page6.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page7.tif

source=Project Winchester - IP Assignment Agreement (EXECUTED)#page8.tif

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT (this "Assignment"), dated as of November 25, 2015, is made and entered into by and among Higher One, Inc., a corporation organized under the laws of Delaware ("Assignor") and CL NewCo, Inc., a Delaware corporation, (the "Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under (a) those United States trademarks and the Canadian trademark set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "Trademarks"); (b) the United States copyrights set forth on Schedule B attached hereto, together with the goodwill associated therewith (the "Copyrights"); and (c) the domain names adopted, used and registered with GoDaddy.com, LLC by Assignor and set forth on Schedule C attached hereto (the "Domain Names"; the Trademarks, Copyrights and Domain Names, collectively, the "Purchased Intellectual Property");¹

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of October 14, 2015 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor certain Purchased Assets from Assignor, including all of the Assignors' right, title and interest in, to and under the Purchased Intellectual Property;

WHEREAS, pursuant to the Purchase Agreement, this Assignment must be executed by the Parties at the Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Effective upon the Closing, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer and delivery of Assignee's entire right, title and interest in, to and under the Purchased Intellectual Property including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States and Canada, including all rights therein provided by international conventions and treaties, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Action. From time to time after the Closing, without additional consideration, each Party shall (or, if appropriate, shall cause its Affiliates to) execute and deliver such further instruments and take such other action as may be reasonably requested by

¹ Schedules to be updated if necessary.

the other Party to make effective the transactions contemplated by this Assignment; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Purchased Intellectual Property (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the Parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the Parties. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Purchased Intellectual Property as contemplated by the Purchase Agreement.

4. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Purchased Intellectual Property.

5. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent Office, the Registrar of Trade-marks at the Canadian Intellectual Property Office, the Register of Copyrights at the United States Copyright Office, and any other official of any applicable Governmental Authority or Internet domain name registrar, to record Assignee as the owner of the Trademarks, Copyrights, and Domain Names, and to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the Parties hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Assignment brought by any Party; (b) agree that service of process will be validly effected by sending notice in accordance with Section 10.02 of the Purchase Agreement; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts.

7. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR

Higher One, Inc.

By: 

Name: Christopher Wolf

Title: Executive Vice President & Chief
Financial Officer

ASSIGNEE

CL NewCo, Inc.

By: _____

Name:

Title:

Signature page to IP Assignment Agreement

TRADEMARK

REEL: 005691 FRAME: 0071

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR

Higher One, Inc.

By: _____
Name: Christopher Wolf
Title: Executive Vice President & Chief
Financial Officer

ASSIGNEE

CL NewCo, Inc.

By: 
Name: Jacques V. Galante
Title: Authorized Officer

SCHEDULE A
TRADEMARKS

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
CAMPUS LABS	85175890	4071780	Registered	United States	11/12/2010	12/13/2011
CAMPUS LABS	1512939	TMA829150	Registered	Canada	01/27/2011	08/06/2012
COLLEGIATELINK	78527509	3046038	Registered	United States	12/06/2004	01/17/2006
COMPLIANCEASSIST!	77966204	3889154	Registered	United States	03/23/2010	12/14/2010
STUDENTVOICE	77571290	3717502	Registered	United States	09/16/2008	12/01/2009
 studentvoice	77571282	3717501	Registered	United States	09/16/2008	12/01/2009

SCHEDULE B

COPYRIGHTS

<u>Copyright Name</u>	<u>Copyright Number</u>	<u>Date of Recordation</u>	<u>Country Name</u>
Student voice system 1.0 tablet interface	V3624D154 P1-6	December 13, 2012	United States
Student voice system 1.0 palm interface	V3624D154 P1-6	December 13, 2012	United States
Student voice system 1.0 web interface	V3624D154 P1-6	December 13, 2012	United States
The students strength inventory survey	V3624D154 P1-6	December 13, 2012	United States
TX0007017091/2007-11-05 (student voice system 1.0 tablet interface)	V3620D931	September 28, 2012	United States
TX0007017091/2007-11-05 (student voice system 1.0 palm interface)	V3620D931	September 28, 2012	United States
TX0007017091/2007-11-05 (student voice system 1.0 web interface)	V3620D931	September 28, 2012	United States

SCHEDULE C

DOMAIN NAMES

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
campuslabs.com	GoDaddy.com, LLC	03/28/2016
Studentvoice.com	Network Solutions GoDaddy.com, LLC	12/2/2017
Campuslabs.ca	GoDaddy.com, LLC	4/4/2016
Campuslabs.info	GoDaddy.com, LLC	11/17/2016
Campuslabs.net	GoDaddy.com, LLC	11/17/2016
Campuslabs.today	GoDaddy.com, LLC	6/3/2016
Campuslabs.us	GoDaddy.com, LLC	11/16/2016
Corqapp.com	GoDaddy.com, LLC	10/8/2017
HLCAssurance.com	GoDaddy.com, LLC	3/19/2016
HLCAssurance.org	GoDaddy.com, LLC	3/19/2016
Roadto2million.com	GoDaddy.com, LLC	3/20/2016
Studentstrengthsinventory.com	GoDaddy.com, LLC	3/6/2016
Collegiatelink.net	GoDaddy.com, LLC	1/1/2017
Compliance-assist.com	DNC Holdings	12/9/2015
Compliance-assist.org	DNC Holdings	10/16/2015