

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooks Institute of Photography, L.L.C.		06/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Career Education Corporation		06/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brooks Institute Holding, LLC		
Street Address:	1025 Main Street		
Internal Address:	3rd Floor		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3590115	BROOKS INSTITUTE	
Registration Number:	3590117	BI	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<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:	2024202200		
Email:	Trademarks@dicksteinshapiro.com		
Correspondent Name:	Jon D. Grossman/Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	C1992.0001		
NAME OF SUBMITTER:	Jon D. Grossman		
SIGNATURE:	/Jon D. Grossman/		
DATE SIGNED:	02/03/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made as of this 16th day of June, 2015, by and among Brooks Institute of Photography, L.L.C., a Delaware limited liability company (the "Company"), Career Education Corporation, a Delaware corporation (together with the Company, the "Assignor"), and Brooks Institute Holding, LLC, a California limited liability company ("Assignee").

This Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of April 10, 2015, by and among Assignor, Assignee and The Green Planet, Inc., a Massachusetts corporation, concerning the sale and purchase of substantially all of the assets used or held for use by the Company in the operation of the Business (as defined in the Purchase Agreement). Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to all Registered Owned Intellectual Property associated with the Business or represented by the Assets, as well as all goodwill of the Business and all other rights which Assignor has enjoyed thereunder, in the United States and all countries throughout the world, including without limitation the trademark registrations and trademark applications set forth on the Schedule hereto, any and all rights of recovery based on past, present and future infringement of the Registered Owned Intellectual Property and the Assets and all goodwill symbolized by the trademarks and service marks included in the Registered Owned Intellectual Property and the Assets, free and clear of all Liens, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which the aforesaid Registered Owned Intellectual Property and the Assets are registered or are entitled to be registered and any renewals of the terms thereof.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

This Assignment shall be governed by the laws of the State of Illinois applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Illinois. The parties agree that venue and personal jurisdiction for any suit, action, proceeding or litigation arising out of or in relation to this Assignment shall be exclusively in any federal or state court in Cook County, Illinois having subject matter jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be delivered by means of a facsimile machine or e-mail of a PDF file

containing a copy of an executed agreement (or signature page thereto), and such delivery shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

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ASSIGNEE:

BROOKS INSTITUTE HOLDING, LLC,
a California limited liability company

By: 

Name: XinWei (Christine) Lin

Title: Manager

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 005723 FRAME: 0542

SCHEDULE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Trademarks Registrations and Applications

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>
“Brooks Institute”	U.S.	Active	3,590,115	March 17, 2009
“BI” logo	U.S.	Active	3,590,117	March 17, 2009