

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaplan, Inc.		01/29/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Colloquy, LLC		
Street Address:	200 West Jackson Boulevard, Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4493699	COLLOQUY 360° METHODOLOGY	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	ipmiami@gtlaw.com		
Correspondent Name:	Sandy Chiu, Esq.		
Address Line 1:	Greenberg Traurig, P.A.		
Address Line 2:	333 S.E. 2nd Avenue, Suite 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	133819.010900		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	02/19/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of January 29, 2016, by and between Kaplan, Inc., a Delaware corporation ("Assignor"), and Colloquy, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, has the sole rights to, used and is using the trademarks and the United States trademark registrations and applications for registration, the unregistered trademarks, and the international and foreign trademark registrations identified on Schedule A (the "Mark"); and

WHEREAS, Assignor desires to transfer the Mark to Assignee, and Assignee desires to assume the Mark from Assignor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Mark worldwide, together with (a) the registrations of and registration applications for the Mark, (b) the goodwill of the business symbolized by and associated with the Mark and the registrations thereof, and (c) the right to sue and recover for, and the right to income, royalties, payments, profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registrations thereof or such associated goodwill.

Assignor hereby irrevocably appoints Assignee attorney-in-fact, with full power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents in the name and on behalf of Assignor, as Assignee may deem necessary or proper in the premises to accomplish such assignment.

Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings under or concerning the Mark and any infringement thereof, or interference with any of the rights hereby granted thereunder, in its own name or in the name of Assignor, but at the expense of Assignee, and, at its option, Assignee may join Assignor as a party plaintiff or defendant in any such suit, action or proceeding.

Assignor authorizes and requests the United States Patent and Trademark Office and similar foreign and international offices to record Assignee as the assignee and owner of all applications and registrations included in the Mark sought or secured now or hereafter. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for

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registration or any applications for renewal of a registration covering the Mark; (2) in the prosecution or defense of any trademark office proceedings, infringement, or other proceedings that may arise in connection with any of the Mark, including, but not limited to, testifying as to any facts relating to the Mark or this Trademark Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Trademark Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first written above.

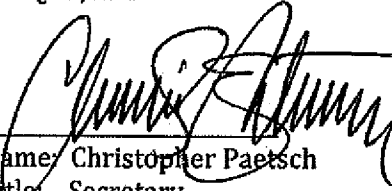
ASSIGNOR:

KAPLAN, INC.

By: 
Name: *Chris Neuman*
Title: *VP & Asst. Secy*

ASSIGNEE:

COLLOQUY, LLC

By: 
Name: Christopher Paetsch
Title: Secretary

[Trademark Assignment for Colloquy 360]

TRADEMARK
REEL: 005735 FRAME: 0980

Schedule A

Registration:

Word Mark	COLLOQUY 360° METHODOLOGY
Goods and Services	<p>IC 035. US 100 101 102. G & S: Providing demand creation and lead generation activities and services of the online learning programs of institutions of higher learning; student recruitment and enrollment services for the online learning programs of institutions of higher education; management of start-up online learning programs for others, namely, providing staffed, fully functional turnkey online learning programs for institutions of higher education; managing and assisting in the management of the internal operations of online learning programs of institutions of higher education. FIRST USE: 20081100. FIRST USE IN COMMERCE: 20081100</p> <p>IC 041. US 100 101 107. G & S: Curriculum development services for institutions of higher education in the field of online learning programs; student success services provided to institutions of higher education in the field of online learning programs, namely, providing new student orientation programs, remedial instruction and tutoring in academic subjects and writing, library services and career counseling, and providing students with information and advice about using these services. FIRST USE: 20081100. FIRST USE IN COMMERCE: 20081100</p> <p>IC 042. US 100 101. G & S: Providing conceptual and strategic services, namely, feasibility and needs assessment studies to institutions of higher education in the field of online learning programs. FIRST USE: 20081100. FIRST USE IN COMMERCE: 20081100</p>
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85846299
Filing Date	February 11, 2013
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	December 24, 2013
Registration	4493699

Number
Registration Date March 11, 2014
Owner (REGISTRANT) Kaplan, Inc. CORPORATION DELAWARE 395 Hudson Street New York NEW YORK 10014
Attorney of Record Michelle Mancino Marsh
Prior Registrations 3819567
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE