

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canterbury Preparatory School, Inc.		02/26/2016	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Cadence Education, Inc.		
Street Address:	8767 E. Via De Ventura, Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3401799	C	
Registration Number:	3401807	C	
Registration Number:	3287933	CANTERBURY PREPARATORY SCHOOL	
Registration Number:	3937162	CANTERBURY ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	2142240887		
<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:	2142240887		
Email:	jwilcox@awh-pllc.com		
Correspondent Name:	Allred Wilcox & Hartley PLLC		
Address Line 1:	1022 E 15th St		
Address Line 4:	Plano, TEXAS 75074		
NAME OF SUBMITTER:	Allred Wilcox & Hartley PLLC		
SIGNATURE:	/AWH/		
DATE SIGNED:	02/29/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 26, 2016, by and between, Cadence Education, Inc., a Delaware corporation (the "Buyer"), and Canterbury Preparatory School, Inc., a Kansas corporation, Canterbury Academy at Shawnee Crossings, LLC, a Kansas limited liability company; Canterbury Academy at Prairie Ridge, LLC, a Kansas limited liability company, Small Beginnings, Inc., a Kansas corporation, Canterbury Academy at Briarcliff, LLC, a Missouri limited liability company and Canterbury Intellectual Property, LLC (together, the "Sellers") is being delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of November 13, 2015, by and among, Buyer, Sellers and Brandon Vore (the "Purchase Agreement"). Capitalized terms used herein that are not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, the Sellers have all right, title, and interest in and to the trademarks and service marks listed on Schedule A attached hereto and made a part hereof, together with the goodwill associated with such trademarks and services marks and all applications, registrations, renewals, and extensions thereof (collectively, the "Marks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Sellers agreed to assign to the Buyer all of the Sellers' right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sellers hereby agree as follows:

Section 1. Assignment. The Sellers hereby irrevocably grant, transfer, assign, and convey to the Buyer all their rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

Section 2. Further Assurances. The Sellers hereby agree, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by the Buyer to effectuate more fully the transactions contemplated by this Assignment.

Section 3. Authorization to Record; Power of Attorney. The Sellers authorize the appropriate authority or authorities whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of the Buyer, its successors and assigns in accordance with the terms of this Assignment and at the Buyer's expense. The Sellers hereby constitute and appoint the Buyer as its true and lawful attorney-in-fact, with full power of substitution in the Sellers' name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in the Buyer or to protect the same or to enforce any claim or right of

any kind with respect thereto. The Sellers hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

Section 4. Successors and Assigns. This Assignment will be binding upon the Sellers and their respective successors and assigns and will inure to the benefit of the Buyer and its successors and assigns.

Section 5. Conflicts. Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of any party under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

Section 6. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

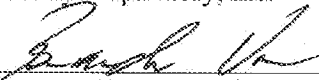
Section 7. Counterparts. This Assignment may be executed in one or more counterparts, and each of which shall constitute an original instrument, but all such together shall constitute one and the same agreement. Signature by facsimile or emailed .PDF is hereby authorized.

[SEPARATE SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

SELLERS:


Canterbury Preparatory, Inc.

By: 
Brandon Vore, President


Canterbury Academy at Shawnee Crossings,
LLC

By: 
Brandon Vore, Managing Member


Canterbury Academy at Prairie Ridge, LLC

By: 
Brandon Vore, Managing Member

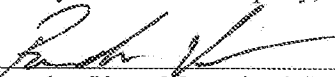
Small Beginnings, Inc.

By: 
Brandon Vore, President

Canterbury Academy at Briarcliff, LLC

By: 
Brandon Vore, Managing Member

Canterbury Intellectual Property, LLC

By: 
Brandon Vore, Managing Member

[SELLER'S SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

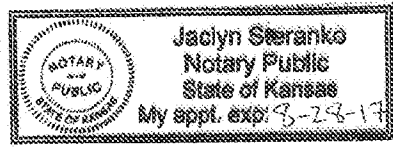
STATE OF KS

COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 25 day of Feb 2015,
by Brandon Vore, the President or Managing Member of each Seller, on behalf of the
Sellers.

Notary Public in and for the State of KS

Notary's Printed or Typed Name: Jaclyn Steranko



My Commission Expires: 8-28-17

[SELLER'S SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

BUYER:

CADENCE EDUCATION, INC.

By: 

Douglas Mackay, President

STATE OF Arizona.

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 28 day of Feb. 2016, by Douglas MacKay, the President of Cadence Education, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Arizona.

Notary's Printed or Typed Name: Lori Woodard

My Commission Expires: 9/9/16

[Handwritten Signature]
LORI WOODARD
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
September 9, 2016

SCHEDULE A
MARKS

Title	Registration No.
C (Stylized/Design)	3401799
C (Stylized/Design)	3401807
CANTERBURY PREPARATORY SCHOOL	3287933
CANTERBURY ACADEMY	3937162

[SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT]