

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Education Training Corporation		08/21/2014	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IEC US Holdings, Inc.		
<b>Street Address:</b>	16485 Laguna Canyon Road, Suite 300		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4037953	FCC FLORIDA CAREER COLLEGE	
<b>Serial Number:</b>	85641070	CHANGING LIVES ONE DEGREE AT A TIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497173100		
<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>			
<b>Phone:</b>	949-717-3000		
<b>Email:</b>	dgubernick@calljensen.com, memeterio@calljensen.com		
<b>Correspondent Name:</b>	Deborah A. Gubernick		
<b>Address Line 1:</b>	610 Newport Center Dr., Suite 700		
<b>Address Line 4:</b>	NEWPORT BEACH, CALIFORNIA 92660		
<b>NAME OF SUBMITTER:</b>	Deborah A. Gubernick		
<b>SIGNATURE:</b>	/dag/		
<b>DATE SIGNED:</b>	06/13/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of the 21st day of August, 2014, is made by and between FCC Holdings, Inc., a Delaware corporation, (“**FCC**”), Education Training Corporation, a Florida corporation (“**ETC**”), EduTech Acquisition Corporation, a Florida corporation (“**Edutech**”), High-Tech Institute Holdings, Inc., an Arizona corporation (“**High-Tech Holdings**”) and High-Tech Institute, Inc., an Arizona corporation (“**High-Tech**” and together with FCC, ETC, Edutech and High-Tech Holdings, “**Assignors**”) and IEC US Holdings, Inc., a Florida corporation (“**Assignee**”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

### RECITALS

**WHEREAS**, Assignors and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated as of August 21, 2014 (the “**Purchase Agreement**”) pursuant to which Assignee purchased certain assets and liabilities of the Assignors; and

**WHEREAS**, Pursuant to the Purchase Agreement, the Assignee is acquiring from Assignors certain assets of the Assignors, including Assignors’ rights and benefits with respect to certain trademarks and trademark applications owned by Assignors as of the date of this Assignment, each of which are set forth on Exhibit A attached hereto (collectively the “**Marks**”); and

**WHEREAS**, as required by the Purchase Agreement, effective as of the First Closing, Assignors shall assign all of their respective right, title and interest in and to the Marks, subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignors and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the Purchase Agreement, Assignors hereby sell, assign, transfer, convey, deliver and set over its entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Claims or Encumbrances (other than Permitted Encumbrances).

2. Further Assurances. At any time and from time to time after the date hereof, at Assignee’s request and without further consideration, Assignors promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee’s title to, any or all of the Marks.

3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

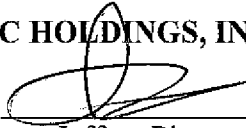
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof). The parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in Broward County, Florida.


**(Signature Page Follows)**

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Assignment to be executed as of the date and year first above written.


**FCC HOLDINGS, INC.**

By:   
Name: Jeffrey Pierne  
Title: Chief Financial Officer

**EDUCATION TRAINING CORPORATION**

By:   
Name: Jeffrey Pierne  
Title: Chief Financial Officer


**EDUTECH ACQUISITION CORPORATION**

By:   
Name: Jeffrey Pierne  
Title: Chief Financial Officer

**HIGH-TECH INSTITUTE HOLDINGS, INC.**

By:   
Name: Jeffrey Pierne  
Title: Chief Financial Officer

**HIGH-TECH INSTITUTE, INC.**

By:   
Name: Jeffrey Pierne  
Title: Chief Financial Officer

**IEC:**

**IEC US HOLDINGS, INC.**

By: Fardad Fateri

Name: FARDAD FATERI


Title: President & CEO

*[Signature Page to Trademark Assignment Agreement – First Closing]*

**TRADEMARK**  
**REEL: 005812 FRAME: 0080**

**EXHIBIT A**

**MARKS**

<b>Company Party</b>	<b>Trademark</b>	<b>Registration/ Application No.</b>	<b>Date Filed</b>
Education Training Corporation		4,037,953	2/28/11
Education Training Corporation DBA Florida Career College	CHANGING LIVES ONE DEGREE AT A TIME	85/641,070	6/1/12