

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keypath Education, Inc.		11/22/2016	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Keypath Education Holdings, LLC		
Street Address:	15500 W 113th Street, Suite 200		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4437232	SEELIO	
Registration Number:	5018879	KEYPATH	
Registration Number:	5018880	KEYPATH EDUCATION	
Registration Number:	5033071	KEYPATH EDUCATION	
Registration Number:	5014430	KEYPATH EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	9136479050		
<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:	9136479050		
Email:	tmdocketing.burbach@hoveywilliams.com		
Correspondent Name:	Cheryl L. Burbach		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	GEN/5882.00000		
NAME OF SUBMITTER:	Cheryl L. Burbach		
SIGNATURE:	/Cheryl L. Burbach/		
DATE SIGNED:	11/29/2016		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This is the Trademark Assignment ("Assignment") made as of November 22, 2016 by and between Keypath Education, Inc. a Kansas corporation ("Assignor"), and Keypath Education Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor agrees to assign, transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, Assignor's trademark applications and registrations identified in Schedule A hereto, as well as all of Assignor's associated unregistered or common law trademark rights (collectively "Trademarks").


NOW, THEREFORE, in consideration of the sum of US\$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and deliver unto Assignee the entire right, title and interest in and to the Trademarks, to be held and enjoyed by Assignee as fully and entirely as it would have been held and enjoyed by Assignor if this assignment had not been made, including all claims, demands and rights of recovery that Assignor has or may have in profits and damages for past and future infringements of the Trademarks, if any, and all rights to compromise, sue for, and collect such profits and damages, together with all goodwill symbolized by and associated with the Trademarks.

This Assignment shall be effective as of the date first above written.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first written above.

KEYPATH EDUCATION, INC.

By:



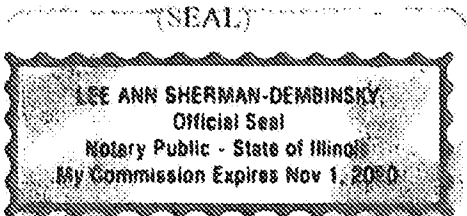
Name: Steve Fireng
Title: Chief Executive Officer

State of Illinois)
County of Lake)

On this 22nd day of November, 2016, before me personally appeared Steve Fireng, to me known to be the Chief Executive Officer of Keypath Education, Inc., and who executed the foregoing instrument on behalf of said corporation for the uses and purposes therein set forth, and that the individual who signed the foregoing instrument is recognized by me as an officer of the same company duly authorized to grant the instrument.

Name: Lee Ann Sherman Dembinsky
Notary Public

My Commission Expires: 11/1/2020



KEYPATH EDUCATION HOLDINGS, LLC

By:

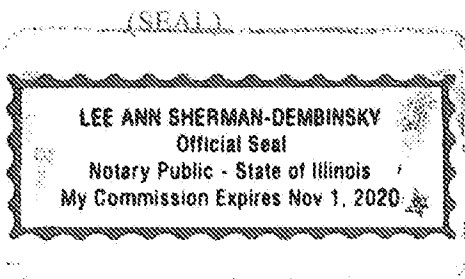

Name: Steve Fireng
Title: Chief Executive Officer

State of Illinois)
County of Lake)

On this 22nd day of November, 2016, before me personally appeared Steve Fireng, to me known to be the Chief Executive Officer of Keypath Education Holdings, LLC, and who executed the foregoing instrument on behalf of said limited liability company for the uses and purposes therein set forth, and that the individual who signed the foregoing instrument is recognized by me as an officer of the same company duly authorized to grant the instrument.

Name: Lee Ann Sherman Dembinsky
Notary Public

My Commission
Expires: 11/1/2020



SCHEDULE A

Docket No.	Cntry	Title	Official No.
46634-US	US	SEELIO	4437232
47349-US-B	US	KEYPATH (add'l servs)	5018879
47350-CA	CA	KEYPATH EDUCATION (word mark)	1741828
47350-MAP	MAP	KEYPATH EDUCATION (word mark)	1284099
47350-MAP-AU	AU	KEYPATH EDUCATION (word mark)	1284099
47350-US-B	US	KEYPATH EDUCATION (add'l svcs)	5018880
47403-CA	CA	KEYPATH EDUCATION (Blk/Wht Logo)	1741830
47403-MAP	MAP	KEYPATH EDUCATION (Blk/Wht Logo)	1283980
47403-MAP-AU	AU	KEYPATH EDUCATION (Blk/Wht Logo)	1283980
47403-US	US	KEYPATH EDUCATION (Blk/Wht Logo)	5033071
47584-CA	CA	KEYPATH EDUCATION (Yellow/Red Logo)	1741829
47584-MAP	MAP	KEYPATH EDUCATION (Yellow/Red logo)	1284100
47584-MAP-AU	AU	KEYPATH EDUCATION (Yellow/Red logo)	1284100
47584-US	US	KEYPATH EDUCATION (Yellow/Red Logo)	5014430