

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambio Education, LLC		12/20/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cengage Learning, Inc.		
Street Address:	20 Channel Center Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4641921	STUDIO LUMA	
CORRESPONDENCE DATA			
Fax Number:	2129969579		
<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:	2129961287		
Email:	trademarks@montagulaw.com		
Correspondent Name:	Thomas Walsh		
Address Line 1:	1120 Avenue of the Americas, 4th Fl		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CENGAGE		
NAME OF SUBMITTER:	Thomas Walsh		
SIGNATURE:	/ThomasWalsh/		
DATE SIGNED:	01/10/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 20, 2016, is made between Cambio Education, LLC, a Minnesota limited liability company (“**Seller**”), and Cengage Learning, Inc., a Delaware corporation (“**Purchaser**”), the purchaser of certain assets of Seller pursuant to a Bill of Sale and Assignment between Purchaser and Seller, dated as of December 20, 2016 (the “**Assignment**”).

WHEREAS, under the terms of the Assignment, Seller has conveyed, transferred, and assigned to Purchaser certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Assignment, to which reference is made for a further

statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, and agreements contained in the Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment and the terms hereof, the terms of the Assignment shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature pages follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

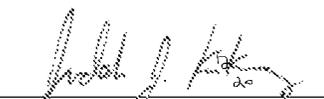
CAMBIO EDUCATION, LLC

By: _____

Name:

Title:

CENGAGE LEARNING, INC.

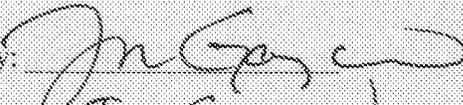
By:  _____

Name: Judah Karkowsky

Title: VP, Corp Development

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

CAMBIO EDUCATION, LLC

By: 
Name: Joe Gaylard
Title: Executive Vice President

CENGAGE LEARNING, INC.

By: _____

Name:

Title:

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TITLE:	REGISTRATION NO.:	REGISTERED:	GOODS/SERVICES:
STUDIO LUMA	4,641,921	NOV. 18, 2014	CLASS 41: EDUCATIONAL SERVICES, NAMELY, PROVIDING ONLINE AND IN-PERSON TRAINING AND COURSES OF INSTRUCTION IN THE FIELDS OF COSMETOLOGY ESTHIOLOGY, NAIL TECHNOLOGY, AND SALON MANAGEMENT AND CLIENT RELATIONS THROUGH THE USE AND DISTRIBUTION OF ONLINE INTERACTIVE MULTIMEDIA COURSEWARE AND MATERIALS