

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AdvancePath Academics, Inc.		05/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Graduation Alliance, Inc.		
Street Address:	310 South Main Street, 12th Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3979800	ACADEMIC RISK INDEX	
Registration Number:	3195156	SCHOLARCENTRIC	
Registration Number:	3374293	SUCCESS HIGHWAYS	
Serial Number:	86332223	SUCCESS HIGHWAYS	
Registration Number:	4952151	SCHOLARCENTRIC	
Registration Number:	4952130	SUCCESS HIGHWAYS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, nikki.tsimbidis@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/11/2017		
Total Attachments: 7			

OP \$165.00 3979800

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made effective as of May 4, 2017 (the "Effective Date") between AdvancePath Academics, Inc., a Delaware corporation ("Assignor"), and Graduation Alliance, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee (collectively, the "Copyright Rights"):

(a) all of Assignor's right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the U.S. copyright registrations set forth in Schedule 1 and all works covered by such registrations (collectively, the "Assigned Copyrights and Works") together with the goodwill of the business symbolized by the Assigned Copyrights and Works and the goodwill of the business in connection with which the Assigned Copyrights and Works are used;

(b) all of Assignor's rights to causes of action and remedies related to the Assigned Copyrights and Works, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Copyrights and Works;

(c) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Copyrights and Works; and

(d) all of Assignor's rights to prosecute and maintain the registrations set forth in Schedule 1.

2. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee (collectively, the "Trademark Rights"):

(a) all of Assignor's right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to all trademarks, trademark registrations, trademark applications and other trademark rights set forth in Schedule 2 (collectively, the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all of Assignor's rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks; and

(d) all of Assignor's rights to prosecute and maintain the Assigned Trademarks.

3. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee (collectively, the "Domain Name Rights"):

(a) all of Assignor's right, title and interest in, to, and under the domain names listed in Schedule 3 (collectively, the "Assigned Domain Names"), together with the goodwill of the business symbolized by the Assigned Domain Names and the goodwill of the business in connection with which the Assigned Domain Names are used; and

(b) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Domain Names.

4. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

5. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

(Signature page follows)

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ASSIGNOR:

ADVANCEPATH ACADEMICS, INC.

By: _____

Name: John Murray

Title: Executive Chairman

ASSIGNEE:

GRADUATION ALLIANCE, INC.

By: _____

Name: Ron Klausner

Title: Chief Executive Officer

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ASSIGNOR:

ADVANCEPATH ACADEMICS, INC.

By: _____

Name: John Murray

Title: Executive Chairman

ASSIGNEE:

GRADUATION ALLIANCE, INC.

By: Ron Klausner

Name: Ron Klausner

Title: Chief Executive Officer

Schedule 1

Copyrights

Description	Registration Number	Registration Date
AdvancePath Academics, Inc. Learning Pathways RTI Implementation Strategy.	VA0001812042	03/05/2012
Quick Reference Guide	TX0007484013	10/20/2009
AdvancePath Academics, Inc. Operations Manual	TX0007484015	10/14/2009
Charter Process	TX0007484010	10/20/2009
Master Implementation Guide	TX0007136901	10/20/2009
New Staff, Student Management and Recruitment Manual.	TX0007136914	10/20/2009

[Schedules to Intellectual Property Assignment]

TRADEMARK
REEL: 006055 FRAME: 0324

Schedule 2

Registered Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
ACADEMIC RISK INDEX	3,979,800	06/14/2011
SCHOLARCENTRIC	3,195,156	01/02/2007
SUCCESS HIGHWAYS	3,374,293	01/22/2008
SUCCESS HIGHWAYS	86/332,223	07/09/2014
SCHOLARCENTRIC	4,952,151	05/03/2016
SUCCESS HIGHWAYS	4,952,130	05/03/2016

[Schedules to Intellectual Property Assignment]

TRADEMARK
REEL: 006055 FRAME: 0325

Schedule 3

Domain Names

The following domain names are managed under one GoDaddy account.

1. www.advancepath.com (active)
2. www.advancepath.org (active)
3. www.advancepath.net (not currently active)
4. www.scholarcentric.com (active)
5. www.scholarcentric.net (not currently active)
6. www.successhighways.com (active)
7. www.goclearpath.com (active)
8. www.goclearpath.net (active)
9. www.goclearpath.org (not currently active)
10. www.goclearpath.info (not currently active)

[Schedules to Intellectual Property Assignment]