

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS Pearson, Inc.		06/28/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Pearson India Education Services Private Limited		
Street Address:	10, 3rd Main, Ashiwini Layout		
Internal Address:	Ejipura, Kormangala		
City:	Bengaluru, Karnataka		
State/Country:	INDIA		
Postal Code:	560 047		
Entity Type:	Corporation: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3787346	TUTORVISTA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	docket.trademarks@pearson.com		
Correspondent Name:	Alisa Key, Senior Counsel - IP		
Address Line 1:	NCS Pearson, Inc.		
Address Line 2:	5601 Green Valley Drive		
Address Line 4:	Bloomington, MINNESOTA 55437		
NAME OF SUBMITTER:	Alisa Key		
SIGNATURE:	/Alisa Key/		
DATE SIGNED:	07/05/2017		
Total Attachments: 2			
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OP \$40.00 3787346

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment Agreement"), dated as of June 28, 2017, is made and entered into by and between NCS Pearson, Inc., a Minnesota corporation ("Assignor"), and Pearson India Education Services Private Limited, a company incorporated under the laws of India ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Registration No. 3,787,346 of the mark TUTORVISTA (the "Trademark"), including the goodwill of the business symbolized thereby;

WHEREAS, Assignor agrees to assign the Trademark to Assignee and Assignee agrees to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of any and all liens, liabilities or other restrictions, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including the right to sue for and receive all damages from past infringements of the Trademark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

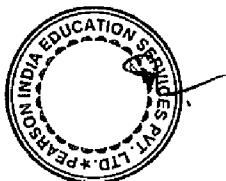
2. All rights and privileges in the Trademark will be held and enjoyed by Assignee and its successors and assigns.

3. Assignor agrees to complete, execute, notarize and/or legalize (as necessary) and deliver at any future date any additional documents that Assignee reasonably determines are necessary to perfect Assignee's ownership of the Trademark.

4. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademark or his or her designee to record this Assignment Agreement.

5. This Assignment Agreement will be binding from and after its execution upon Assignor, Assignee and their respective successors and assigns.

6. This Assignment Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment Agreement will be deemed effective to modify or amend any part of this Assignment Agreement or any rights or obligations of any person under or by reason of this Assignment Agreement.



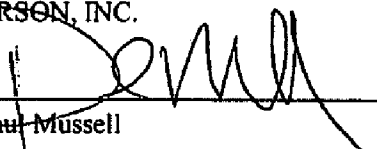
7. This Assignment Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of facsimile or an attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

8. This Assignment Agreement 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).

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement effective as of the date first above written.

ASSIGNOR:

NCS PEARSON, INC.

By: 
Name: Paul Mussell
Title: Senior Counsel - IP

ASSIGNEE:

PEARSON INDIA EDUCATION SERVICES PRIVATE LIMITED

By: 
Name:
Title:

