

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459386

<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>
Corinthian Colleges, Inc.		11/19/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zenith Education Group, Inc.		
<b>Street Address:</b>	111 South Washington Avenue		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55401		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78870431	EVEREST UNIVERSITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6513253839		
<b>Email:</b>	emhanson@ecmc.org		
<b>Correspondent Name:</b>	Emily Hanson		
<b>Address Line 1:</b>	111 South Washington Avenue		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55401		
<b>NAME OF SUBMITTER:</b>	Daniel Fisher		
<b>SIGNATURE:</b>	/Daniel Fisher/		
<b>DATE SIGNED:</b>	01/25/2018		
<b>Total Attachments: 11</b>			
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source=Tab 18 - Trademark License Agreement#page11.tif

CORINTHIAN TRADEMARK LICENSE AGREEMENT  
LIMITED LICENSE AGREEMENT

THIS LIMITED LICENSE AGREEMENT (this "Agreement") is made as of February 2, 2015, by Zenith Education Group, Inc., a Delaware nonprofit corporation ("Licensor"), and Corinthian Colleges, Inc., a Delaware corporation (collectively with its wholly-owned subsidiaries, "Licensee").

WHEREAS, Licensor is the owner of certain rights in and to the Everest and WyoTech names and related trademarks set forth in Attachment A (collectively, the "Trademarks"); and

WHEREAS, Licensee and Licensor have entered into an Asset Purchase Agreement (as amended, the "APA") dated as of November 19, 2014, whereby Licensor is purchasing from Licensee the assets underlying and related to those postsecondary educational institutions that have been issued an Office of Postsecondary Education Identification Number by the U.S. Department of Education (including any main campus and additional locations) (collectively, the "Schools"), as well as the assets underlying the administrative, central office support and services necessary to operate the Schools.

WHEREAS, Licensee plans to continue to operate its post-secondary educational institutions that are not Schools being purchased by Licensor, including schools that are contemplated to be purchased by Licensor subsequent to the Closing Date (as defined below), each as set forth in Attachment B (the "Remaining Institutions"); and

WHEREAS, Licensor desires to grant to Licensee a limited license to use the Trademarks in connection with the Remaining Institutions for a transitional period of time after the date upon which the transaction contemplated by the APA is consummated (the "Closing Date").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Licensor hereby grants to Licensee, at no cost, a revocable, non-exclusive, non-assignable, non-sublicensable license to use the Trademarks solely in connection with the Remaining Institutions that have not lost eligibility to participate in Title IV Programs (as defined in the APA) and in a manner consistent with this Agreement in the United States. Licensee agrees to comply in all material respects with all applicable laws, regulations, rules and ordinances of any governing entity having jurisdiction relating to Licensee's use of the Trademarks in advertising, operating and marketing the Remaining Institutions (collectively, "Laws").
2. Quality Control. Licensee acknowledges the importance to Licensor of its reputation and goodwill in the goods and services sold under the Trademarks. If Licensee shall develop or employ any materials utilizing the Trademark, including but not limited to marketing materials, graphical and text images, graphical and text newsletter and email copy, internet, television,

newspaper, magazine or radio advertisements, and other materials concerning the Remaining Institutions ("Materials"), the following provisions and restrictions shall apply:

(a) All Materials must be submitted to Licensor and approved, in writing in advance, by Licensor before being used; provided, however, that so long as the Materials comply with all applicable Laws, (i) all Materials existing as of the Closing Date shall be deemed approved, (ii) all Materials that are derived from, and are not meaningfully modified from or used in a manner different from, the applicable Materials existing as of the Closing Date shall be deemed approved, and (iii) no approval of new Materials shall be unreasonably withheld or delayed. If Licensor rejects any Materials, Licensor shall provide Licensee, in writing, with reasonable grounds for such rejection and shall provide Licensee with required revisions as well as steps needed to allow for Licensor's subsequent approval. Licensee may revise the Materials and send it to Licensor after receiving Licensor's notice of rejection and revisions. Licensor shall use commercially reasonable efforts to respond to requests for approval of new Materials within three business days of receipt of such request. Licensor hereby designates Josh Susser as its representative to receive and review, and to respond to requests for approval of, new Materials. Licensor may change the designated representative upon written notice to Licensee.

(b) Licensee may not use the Trademarks in any way that: (i) tarnishes, blurs, or dilutes the quality associated with the Trademarks; (ii) diminishes their associated goodwill; or (iii) otherwise violates the provisions of this Agreement.

(c) Any Materials must comply in all material respects with all applicable federal, state and local laws, rules, regulations and accrediting agency requirements. Further, Licensee shall be responsible for obtaining all applicable business licenses, permits and/or approvals that it is required to obtain in connection with the development or use of the Materials.

(d) All Materials must include the appropriate accreditation information as may be required by law.

**3. Term and Termination.**

(a) This Agreement and the license contained herein shall commence upon the Closing Date and shall remain in effect for five (5) years after the Closing (the "License Term").

(b) Licensor may terminate this Agreement by forty-five (45) days' advance written notice to Licensee if the Licensee materially breaches any of its obligations hereunder and the breach remains uncured for forty-five (45) days after receipt of written notice of the existence of such breach.

(c) Licensee may terminate this Agreement upon written notice to Licensor. This Agreement will automatically terminate in the event that Licensee and any successor and permitted assign permanently ceases to use all of the Trademarks for any reason for 180 consecutive days.

(d) Upon termination or expiration of this Agreement, Licensee agrees: (i) to promptly discontinue all use of the Trademarks and any term confusingly similar thereto, (ii) to delete the same from its corporate or business name and any domain names, (iii) to cooperate

with Licensor or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, (iv) to destroy all printed materials bearing the Trademarks, and (v) that all rights in the Trademarks and the goodwill connected therewith shall remain the property of Licensor.

**4. Ownership; Registration.**

(a) Licensee acknowledges Licensor's ownership of the Trademarks, agrees that it will do nothing inconsistent with such ownership and that all ownership rights arising from the use of the Trademarks by Licensee inure to the exclusive benefit of, and be on behalf of, Licensor. Licensee agrees to reasonably assist Licensor in recording this Agreement with appropriate government authorities if requested by Licensor, at Licensor's cost. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Trademarks other than the right to use the Trademarks in accordance with this Agreement. Licensee will not challenge any registration Licensor may make of any Trademark as a domain name. As illustrative examples of the foregoing, Licensee will not challenge any registration Licensor may make of www.everest.com, www.everest.org, www.everest.edu, or www.evereststaff.edu. Licensee agrees that it will not attack the title of Licensor to the Trademarks or attack the validity of this Agreement.

(b) Registration and any other protection for the Trademarks or any derivatives thereof will be obtained only by Licensor in its name and at its expense. Licensee will furnish to Licensor at its reasonable request any information about, and specimens illustrative of, the manner of use of the Trademarks by Licensee.

**5. Cancellation; Infringement; Opposition.** Licensee agrees to notify Licensor of any unauthorized use of the Trademarks by third parties promptly as it comes to Licensee's attention. Licensor shall have the sole right and discretion to bring proceedings involving the Trademarks based on infringement or unfair competition, or on cancellation of or opposition to an identical or confusing similar Trademarks. In the event a third party brings proceedings for opposition or cancellation of a registration of, or any other action with respect to, the Trademarks, Licensor shall have the sole right and discretion to defend against such action. Any such proceeding shall be at Licensor's expense, and Licensor and Licensee agree to cooperate in good faith.

**6. Disclaimer.** Licensor does not warrant or represent that Licensee's use of the Trademarks as permitted under this Agreement shall not infringe upon the rights of any third parties. LICENSOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. LICENSOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES WITH RESPECT TO THIS AGREEMENT.

**7. Indemnification.** Licensor assumes no liability to Licensee or third parties with respect to products and services distributed, sold or offered for sale by Licensee or for use of the Trademarks by Licensee. Licensee shall indemnify, defend and hold harmless Licensor and Licensor's affiliates and their respective employees, officers, directors, stockholders and agents

(collectively, the "Indemnified Parties") from any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense (including reasonable attorney's and accountant's fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand) incurred by the Indemnified Parties of any kind or character arising out of third-party claims relating or attributable to Licensee's use of the Trademarks. Licensee at its expense will promptly defend any such claim, demand, suit, action or proceeding, provided that that Licensor provides prompt notice thereof, Licensee shall have sole control of the defense or settlement thereof using counsel of Licensee's choice, Licensor shall provide all reasonably requested cooperation and Licensee shall obtain the consent of Licensor before entering into any settlement, adjustment or compromise of such claims, which consent shall not be unreasonably withheld. If Licensee fails to retain counsel or to undertake and continue such defense, Licensor will have the right to make such defense as it deems appropriate, and the expenses and costs thereof, including, without limitation, attorneys' fees, out-of-pocket costs and the costs of an appeal and bond, together with the amount of any judgment rendered against Licensor, will be paid by Licensee upon demand. The obligations set forth in this Section 7 shall survive termination of this Agreement.

8. **Remedy.** Licensee acknowledges and agrees that the Licensee's failure to comply with this Agreement will irreparably harm Licensor, and that the Licensor will not have an adequate remedy at law in the event of such non-compliance. Therefore, Licensee acknowledges and agrees that Licensor will be entitled to seek injunctive relief or specific performance, in addition to whatever other remedies it may have, at law or in equity, in any court of competent jurisdiction, against any acts of non-compliance of Licensee under this Agreement.

9. **Miscellaneous.**

(a) **Relationship of the Parties.** It is expressly understood and agreed that this Agreement shall not be construed as creating a joint venture, partnership, agency, employment relationship or other association within the meaning of the common law or under the laws of the state in which either party is incorporated, organized, or conducting business.

(b) **Assignment.** This Agreement will inure to the benefit of and be binding on the successors and assigns of Licensor. Except as set forth below, Licensee may not assign any of its interests, rights, duties or obligations under this Agreement by operation of law or otherwise without the prior written consent of Licensor which may not be unreasonably withheld; provided, however, in the event that a third party has acquired any of the assets to which this Agreement or the Trademarks relate, Licensor agrees to promptly (and in any event within 10 business days of written request) negotiate a new agreement with each of the applicable purchaser(s) in such transaction(s) containing terms substantially similar to this Agreement. In the event Licensor unreasonably withholds or delays the negotiation of such new Agreement with the applicable purchaser, Licensee shall have the right to obtain, and Licensor shall not oppose, immediate specific performance in a court of applicable jurisdiction, without the need to post a bond, to show immediate or irreparable harm or the likelihood thereof, or to show the inadequacy of monetary relief. If such court determines that Licensor unreasonably withheld or delayed the negotiation of the separate agreement, the court is authorized to award Licensee attorneys' fees and expenses associated with pursuing specific performance hereunder.

(c) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) if by facsimile or email, upon electronic confirmation of receipt by facsimile or email, provided, that a copy of such notice or other communication is promptly mailed by registered or certified mail, return receipt requested, postage prepaid, following the transmission of such facsimile or email, (iii) on the first (1st) Business Day following the date of dispatch if delivered utilizing a next-day service by a nationally recognized next-day courier or (iv) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below:

(i) if to Licensor:

Zenith Education Group, Inc.  
c/o ECMC Group, Inc.  
1 Imation Place, Building 2  
Oakdale, MN 55128  
Attention: Dan Fisher, General Counsel  
Fax: (651) 325-4086  
Email: [dfisher@ecmc.org](mailto:dfisher@ecmc.org)

with a copy to (which copy shall not constitute notice):

Drinker Biddle & Reath, LLP  
One Logan Square, Suite 2000  
Philadelphia, PA 19103  
Attention: H. John Michel, Jr.  
Fax: (215) 988-2757  
Email: [John.Michel@dbr.com](mailto:John.Michel@dbr.com)

(ii) if to Corinthian:

c/o Corinthian Colleges, Inc.  
6 Hutton Centre Drive, Suite 400  
Santa Ana, California 92707  
Attention: Chief Executive Officer and General Counsel  
Facsimile No.: (714) 751-3605  
Email: [smortensen@cci.edu](mailto:smortensen@cci.edu)  
[jmassimino@cci.edu](mailto:jmassimino@cci.edu)

with a copy to (which copy shall not constitute notice):

O'Melveny & Myers LLP  
610 Newport Center Drive, 17th Floor  
Newport Beach, CA 92660  
Attention: Andor Terner, Esq.  
Fax: (949) 823-6994  
Email: [aterner@omm.com](mailto:aterner@omm.com)

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

(d) Governing Law. This Agreement shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without regard to the conflicts of laws principles thereof.

(e) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement is intended to or shall confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

(f) No Presumption Against Drafting Party. The parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Applicable Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(g) General.

(i) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the transaction contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible, in a mutually acceptable manner, in order that the license shall be consummated as originally contemplated to the fullest extent possible.

(ii) Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed by each of the parties.

(iii) Waivers. No failure or delay of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.



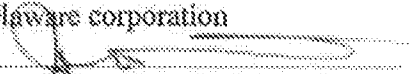
(iv) Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

*\*\*\* Signature Page Follows \*\*\**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**"LICENSEE"**

CORINTHIAN COLLEGES, INC.,  
a Delaware corporation

By:   
Name: Jack D. Massimino  
Title: Chief Executive Officer

**"LICENSOR"**

ZENITH EDUCATION GROUP, INC.,  
a Delaware nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

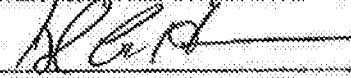
**"LICENSEE"**

CORINTHIAN COLLEGES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"LICENSOR"**

ZENITH EDUCATION GROUP, INC.,  
a Delaware nonprofit corporation

By:   
Name: David L. Hawn  
Title: President

[Signature Page to Corinthian Trademark Agreement]

**Attachment A  
Trademarks**

The Trademarks licensed under this Agreement shall include:

<b>U.S. REGISTRATION NO.</b>	<b>TRADEMARK</b>
3566043	DO IT. GET IT. USE IT.
3557467	EVEREST
2798638	EVEREST COLLEGE
3209177	EVEREST INSTITUTE
3160533	EVEREST ONLINE
3478178	EVEREST UNIVERSITY
3599409	FOR LIFE
3781693	I'D RATHER BE WRENCHIN
3772409	TURN PRO AT WYOTECH
2838087	WYOTECH

**Attachment B  
Remaining Institutions**

Remaining Institutions shall be limited to:

<b>School Name</b>	<b>Brand</b>
Ottawa East	Everest Canada
Ottawa West	Everest Canada
Brampton	Everest Canada
Mississauga	Everest Canada
North York	Everest Canada
Scarborough	Everest Canada
Toronto College Park	Everest Canada
Barrie	Everest Canada
Hamilton City Centre	Everest Canada
Hamilton Mountain	Everest Canada
Kitchener	Everest Canada
Newmarket	Everest Canada
Sudbury	Everest Canada
Windsor	Everest Canada
Torrance	Everest
Anaheim	Everest
Santa Ana	Everest
Reseda	Everest
Alhambra	Everest
San Bernardino	Everest
Gardena	Everest
West Los Angeles	Everest
City Of Industry	Everest
Ontario	Everest
Long Beach	Everest/WyoTech
Ontario Metro	Everest
Fremont	WyoTech
San Francisco	Heald
Concord	Heald
Hayward	Heald
San Jose	Heald
Salinas	Heald
Rancho Cordova	Heald
Fresno	Heald
Stockton	Heald
Modesto	Heald

<b>School Name</b>	<b>Brand</b>
Honolulu	Heald
Portland	Heald
Roseville	Heald
Heald Online	Heald