

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Board of Trustees of the Leland Stanford Junior University		09/01/2017	Trust: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Education Next Institute, Inc.		
Street Address:	46 Randlett Park		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2776368	EDUCATION NEXT	
Registration Number:	2776369	EDUCATION NEXT	
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>			
Phone:	(917) 543 6798		
Email:	amanda.olberg@educationnext.org		
Correspondent Name:	Amanda Olberg		
Address Line 1:	46 Randlett Park		
Address Line 4:	Newton, MASSACHUSETTS 02465		
NAME OF SUBMITTER:	Amanda Olberg		
SIGNATURE:	/AmandaOlberg/		
DATE SIGNED:	03/08/2018		
Total Attachments: 4			
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source=EdNext_IP_Rights_Agreement_executed#page2.tif			
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OP \$65.00 2776368

EDUCATION NEXT - IP RIGHTS AGREEMENT

This IP Rights Agreement (the "Agreement"), effective September 1, 2017 ("Effective Date"), is between **The Board of Trustees of the Leland Stanford Junior University**, a California Trust (hereinafter, "Stanford") and **Education Next Institute, Inc.**, a Delaware corporation (hereinafter "ENI") (collectively, "The Parties").

WHEREAS, the Parties' intent is for Stanford to transfer all right, title and interest in the trademark EDUCATION NEXT to ENI, with a license back to Stanford for its continued use of the EDUCATION NEXT mark in connection with EDUCATION NEXT publications, content and materials that pre-date the Effective Date and any related services ("Stanford Publications"); and,

WHEREAS, Stanford shall own all right, title and interest, including all copyright in and to the Stanford Publications; and

WHEREAS, ENI shall own all right, title and interest, including all copyright in and to any EDUCATION NEXT publications, content and materials created by ENI after the Effective Date ("ENI Publications");

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. Stanford hereby assigns to ENI all right, title and interest in and to the EDUCATION NEXT mark and associated registrations, per the attached Trademark Assignment attached at Exhibit A.

2. ENI hereby grants to Stanford a perpetual, royalty-free, worldwide, sub-licensable right to continue to use the EDUCATION NEXT mark in connection with Stanford Publications, including without limitation the right to sell, publish, display, distribute and promote the Stanford Publications and to provide services related to the Stanford Publications. All goodwill generated by the use of the Education Next trademarks shall inure to the benefit of ENI.

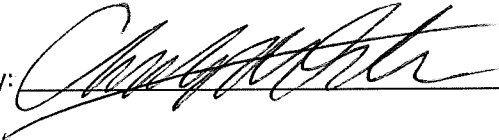
3. The Parties agree that Stanford owns all worldwide right, title and interest, including all copyright, in and to the Stanford Publications, including without limitation the physical embodiments thereof and all proceeds therefrom, including all rights to (a) use, copy, modify, display and distribute the Stanford Publications; (b) create derivative works based on the Stanford Publications, (c) reproduce and distribute the Stanford Publications and any derivative works in any print, electronic or other format or media now known or hereinafter developed, (d) publicly display the Stanford Publications and any derivative works; (e) sell or license the Stanford Publications without restriction and otherwise use the Stanford Publications in any manner Stanford deems fit, and (f) seek copyright registration for the Stanford Publications.

4. The Parties agree that ENI shall own all worldwide right, title and interest, including all copyright, in and to the ENI Publications, including without limitation the physical embodiments thereof and all proceeds therefrom, including all rights to (a) use, copy, modify, display and distribute the ENI Publications; (b) create derivative works based on the ENI Publications, (c) reproduce and distribute the ENI Publications and any derivative works in any print, electronic or other format or media now known or hereinafter developed, (d) publicly display the ENI Publications and any derivative works; (e) sell or

license the ENI Publications without restriction and otherwise use the ENI Publications in any manner ENI deems fit, and (f) seek copyright registration for the ENI Publications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

The Board of Trustees of the Leland Stanford Junior University

By: 

Name: **Christopher Dauer**

Title: **Associate Director – Hoover Institution**

Date: 10/13/17

Education Next Institute, Inc.

By: 

Name: **Martin West**

Title: **President**

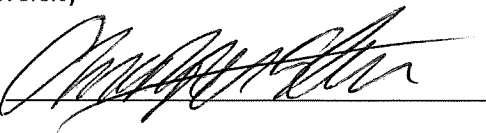
Date: 9/1/2017

Trademark Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The Board of Trustees of the Leland Stanford Junior University**, a California trust ("Assignor"), hereby conveys, transfers and assigns to **Education Next Institute, Inc.**, a Delaware corporation ("Assignee"), effective as of the date signed below, all right, title and interest in and to the EDUCATION NEXT trademarks identified at Schedule A, including all trademark applications and registrations, and all common law rights therein, and the goodwill symbolized by and associated with the use of same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith.

The Board of Trustees of the Leland Stanford Junior University

By: _____



Name: **Christopher Dauer**

Title: **Associate Director – Hoover Institution**

Date: _____

10/13/17

Schedule A
Trademarks

Mark	Registration No.	Country
EDUCATION NEXT	RN 2776368	US
EDUCATION NEXT	RN 2776369	US