

900434652 01/08/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM457136

<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>
MCGRAW-HILL GLOBAL EDUCATION, LLC		12/11/2017	DELAWARE limited liability company
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC		
<b>Street Address:</b>	Two Penn Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10121		
<b>Entity Type:</b>	DELAWARE limited liability company		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2436830	TEGRITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9142880023		
<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>	9142880022		
<b>Email:</b>	tmdocket@leasonellis.com		
<b>Correspondent Name:</b>	Karin Segall		
<b>Address Line 1:</b>	One Barker Avenue, Fifth Floor		
<b>Address Line 4:</b>	White Plains, NEW YORK 10601		
<b>NAME OF SUBMITTER:</b>	Michelle Levin		
<b>SIGNATURE:</b>	/michelle levin/		
<b>DATE SIGNED:</b>	01/08/2018		
<b>Total Attachments: 1</b>			
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**TRADEMARK ASSIGNMENT**

**WHEREAS**, McGraw-Hill Global Education, LLC, a limited liability company organized and existing under the laws of the state of Delaware, with an address at Two Penn Plaza, New York, New York 10121 (“Assignor”), owns the following trademark registration:

Mark	Reg. No.	Reg. Date	Country
TEGRITY	2436830	March 20, 2001	United States

**WHEREAS**, McGraw-Hill Global Education Holdings, LLC, a limited liability company organized and existing under the laws of the state of Delaware, with an address at Two Penn Plaza, New York, New York 10121 (“Assignee”), is desirous of acquiring said trademark registration and all associated goodwill in said trademark; and

**WHEREAS**, to the best of Assignor’s knowledge, no cancellation action against the registration is pending and no other party makes a claim of ownership to said trademark.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns to Assignee all right, title and interest in and to said trademark and the registration therefore, together with the goodwill of the business symbolized by said trademark, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said trademark.

Date: 12/11/17

**MCGRAW-HILL GLOBAL EDUCATION, LLC**

By: 

Print Name: David Stafford

Print Title: SVP + Gen. Counsel