

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academic Programs International, Inc.		05/25/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	API OpCo, LLC		
Street Address:	301 Camp Craft Road, Suite 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4477762	CULTURAL EMBRACE	
Registration Number:	4248980	LEARNING TRANSFORMED. LIFE TRANSFORMING.	
Registration Number:	3849157	API	
Registration Number:	3849158	ACADEMIC PROGRAMS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	John P. Halski		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	084233-0006		
NAME OF SUBMITTER:	John P. Halski		
SIGNATURE:	/John P. Halski/		
DATE SIGNED:	05/30/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May 25, 2018 (the "Effective Date"), is made by and between API OpCo, LLC, a Delaware limited liability company ("Purchaser") and Academic Programs International, Inc., a Texas corporation ("Assignor").

WHEREAS, Assignor is the owner of the trademark and trademark registration described on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among Purchaser and Assignor (the "Purchase Agreement"), Assignor has agreed to assign to Purchaser all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business of Assignor to which the Trademarks pertain), together with the goodwill associated therewith. Capitalized terms used herein not otherwise defined herein will have the respective meanings assigned to such terms in that certain Intellectual Property Assignment Agreement dated of even date herewith between Purchaser and Assignor.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Purchaser, and its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and any right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all of Seller's (i) common law and statutory rights related thereto, (ii) rights of renewal and extension, and (iii) right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment and all Legal Proceedings (as defined in the Purchase Agreement) arising hereunder will be governed by and construed in accordance with the Laws as defined in the Purchase Agreement) of the State of Texas without reference to such state's principles of conflicts of law.


3. This Trademark Assignment will inure to the benefit of and be binding upon Purchaser and Assignor and their respective successors and assigns. This Trademark Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Trademark Assignment may be executed by .PDF signature, and a .PDF signature will constitute an original signature for all purposes.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

PURCHASER:

API OpCo, LLC

By: 
Name: Brian Schwartz
Title: Vice President

ASSIGNOR:

Academic Programs International, Inc.

By: _____
Name: Jennifer C. Allen
Title: President

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

PURCHASER:

API OpCo, LLC

By: _____

Name: Brian Schwartz

Title: Vice President

ASSIGNOR:

Academic Programs International, Inc.

By: _____

Name: Jennifer C. Allen

Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006338 FRAME: 0211

Schedule 1

Trademarks

Chation	Source	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date	Image (enlarged)
CULTURAL EMBRACE	USPTO	Registered	ACADEMIC PROGRAMS INTERNATIONAL L, INC. TEXAS CORPORATION 301 CAMP CRAFT, SUITE 100 AUSTIN, TEXAS, 78746	App 85965264	App 20- JUN-2013	Reg 4477762	Reg 04-FEB-2014	Cultural Embrace
LEARNING TRANSFORMED. LIFE TRANSFORMING	USPTO	Registered	ACADEMIC PROGRAMS INTERNATIONAL L, INC. TEXAS CORPORATION 301 CAMP CRAFT, SUITE 100 AUSTIN, TEXAS, 78746	App 85483829	App 30- NOV-2011	Reg 4248980	Reg 27- NOV-2012	Learning transformed. Life transforming.
API	USPTO	Registered SECT 15. SECT 8 (6-YR). accepted 11/29/16	ACADEMIC PROGRAMS INTERNATIONAL L, INC. TEXAS CORPORATION 301 CAMP CRAFT RD, SUITE 100 AUSTIN, TEXAS, 78746	App 76699056	App 20- AUG-2009	Reg 3849157	Reg 21- SEP-2010	API
ACADEMIC PROGRAMS INTERNATIONAL	USPTO	Registered Section 2(F) SECT 15. SECT 8 (6-YR). accepted 11/29/16	ACADEMIC PROGRAMS INTERNATIONAL L, INC. TEXAS CORPORATION 301 CAMP CRAFT RD, SUITE 100	App 76699059	App 20- AUG-2009	Reg 3849158	Reg 21- SEP-2010	ACADEMIC PROGRAMS INTERNATIONAL

Station	Source	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date	Image (enlarged)
			AUSTIN, TEXAS, 78746					