

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Santillana USA Publishing Company, Inc.		06/12/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Vista Higher learning, Inc.		
Street Address:	500 Boylston Street, Suite 620		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2746381	PUERTAS AL SOL	
CORRESPONDENCE DATA			
Fax Number:	6172754436		
<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:	6173454665		
Email:	trademarks@daypitney.com		
Correspondent Name:	Jeremy Blackowicz		
Address Line 1:	One International Place		
Address Line 2:	Day Pitney LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	211996.087900		
NAME OF SUBMITTER:	Jeremy Blackowicz		
SIGNATURE:	/jeremy blackowicz/		
DATE SIGNED:	07/27/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of 11:59:59s pm (Eastern Time) May 31, 2018, is made by and between Santillana USA Publishing Company, Inc., a Florida corporation with a principal place of business at 2023 NW 84th Avenue Doral, Florida 33122 United States (“Assignor”), and Vista Higher Learning, Inc., a Massachusetts corporation with a principal place of business at 500 Boylston Street, Suite 620, Boston, Massachusetts 02116, United States (“Assignee”). Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement (as defined below).

WHEREAS, the Assignor is the owner of all registered and unregistered right, title and interest in and to the Trademarks listed in Schedule A hereto (the “Trademarks”), including the goodwill of the business symbolized thereby;

WHEREAS, Assignor and Assignee are, among others, parties to an Asset Purchase Agreement, effective as of 11:59:59s pm (Eastern Time) May 31, 2018, and dated June 12, 2018 (the “Agreement”), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase certain Intellectual Property Assets that includes Assignor’s right, title and interest to the Trademarks subject to the terms and conditions set out in the Agreement, in particular, subject to Section 2.10 of the Agreement.

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed to transfer, sell and assign to Assignee and Assignee desires to accept the transfer and assignment of all of Assignor’s right, title, and interest in the Trademarks, including, without limitation, all pending trademark applications and registrations listed on the Schedule A annexed hereto.

WHEREAS, the Assignee is the successor to the ongoing and existing business of the Assignor, or portion of the business for which the Trademarks will be used; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, its successors and assigns, all of its full right to and title in the Trademarks including, without limitation, all pending, registered and renewed marks and all statutory and common law rights, including the right to sue for past infringement(s), together with the goodwill of the business related thereto.

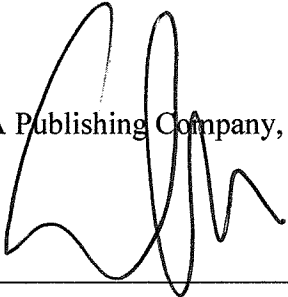
1. Assignor agrees to do all such acts and things without additional consideration and to perform all other lawful acts and/or execute such further assignments, documents, assurances, applications and other instruments as reasonably may be required by Assignee to record and effectuate this assignment and obtain any and all registrations for the Trademarks and to enforce its rights in the Trademarks.
2. Terms of the Agreement. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements, conditions and indemnities relating to the Purchased Assets and Assumed Liabilities are incorporated herein by reference, in particular Section 2.10 of the Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, conditions and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force

and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Santillana USA Publishing Company, Inc.

By:  _____

Name: Miguel Angel Tapia

Title: CEO

Dated: June 12, 2018

Vista Higher Learning, Inc.

By:  _____

Name: Jon Aram

Title: Chief Executive Officer

Dated: June 12, 2018

SCHEDULE A

#	Mark	Country	Reg. No. / App. No.	Class(es)	Owner of Record
1.	PUERTAS AL SOL	USA	2746381	16	Santillana USA Publishing Company, Inc. (FLORIDA CORP.)
2.	PUERTAS AL SOL	EUTM	002857480	16	Santillana USA Publishing Company, Inc. (FLORIDA CORP.)