

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaplan, Inc.		07/10/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Purdue University Global, Inc.		
Doing Business As:	Purdue Global		
Street Address:	9000 Keystone Crossing		
Internal Address:	Suite 800		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4145046	STUDENTADVISOR	
Registration Number:	3474183	STUDENTADVISOR	
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:	312-385-1246		
Email:	TrademarkDocketChica@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	444 West Lake Street		
Address Line 2:	Suite 900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Ashley Pomonis		
SIGNATURE:	/Ashley Pomonis/		
DATE SIGNED:	07/30/2018		
Total Attachments: 4			
source=2018-07-10 Trademark Assignment between Kaplan, Inc. and Purdue_Executed#page1.tif			
source=2018-07-10 Trademark Assignment between Kaplan, Inc. and Purdue_Executed#page2.tif			

OP \$65.00 4145046

source=2018-07-10 Trademark Assignment between Kaplan, Inc. and Purdue_Executed#page3.tif
source=2018-07-10 Trademark Assignment between Kaplan, Inc. and Purdue_Executed#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 10, 2018, (the "**Effective Date**") is made by and between Kaplan, Inc. ("**Assignor**"), a Delaware corporation, located at 750 Third Ave., New York, New York 10017 and Purdue University Global, Inc., d/b/a Purdue Global ("**Assignee**"), an Indiana nonprofit, public benefit corporation and post-secondary SEI Affiliated Educational Institution, as defined in Indiana Code § 21-27-10, located at 9000 Keystone Crossing, #800, Indianapolis, Indiana 46240 in connection with the transfer of certain assets of Assignor to Assignee.

WHEREAS, Assignor intends to convey, transfer and assign to Assignee certain trademarks of Assignor as of the Effective Date, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal, and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's worldwide right, title and interest in and to the trademarks set out in **Schedule 1** (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and all causes of action for the infringement of the Assigned Trademarks.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.
3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:
 - (a) All required filings and fees related to the trademark registrations and applications listed on **Schedule 1** hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.
 - (b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.
4. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Assigned Trademarks, and has not granted any rights or interests in the Assigned Trademarks to any other person or entity, or otherwise encumbered the Assigned Trademarks in any manner; (ii) it has the authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) the statements made in the applications for trademark registration of the Assigned Trademarks are true and correct; and (iv) there is no claim or, to its knowledge threatened claim, that the Assigned Trademarks or its use of the Assigned Trademarks infringes, violates or breaches the rights of any other person..
5. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic submission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first written above.

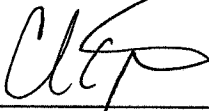
ASSIGNOR:

KAPLAN, INC.

By: Ashley Pomonis
Name: Ashley Pomonis
Title: Assistant Secretary

ASSIGNEE:

PURDUE UNIVERSITY GLOBAL, INC.

By: 
Name: Chastana RML
Title: CR

Schedule A

Mark	Class	Goods & Services	Country	Status	Application #	Registration #
STUDENTADVISOR	35	Advertising, marketing and promotion services; general business networking referral services, namely, promoting the goods and services of others by generating and providing business information and business reference material about educational opportunities through online websites, social media, call centers and other methods; business marketing, namely, providing business lead generation services to others in the field of education; providing interactive marketing programs on websites, through social media, and call centers designed to optimize yield in these areas.	U.S.A.	Registered	85/236298	4145046
STUDENTADVISOR	35	Advertising, marketing and promotion services; general business networking referral services, namely, promoting the goods and services of others by generating and providing information and marketing leads to others in the field of higher education; providing an online commercial information directory on the internet.	U.S.A.	Registered	77/067797	3474183