

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grand Canyon Education, Inc.		07/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gazelle University		
Street Address:	3300 W. Camelback Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85017		
Entity Type:	Non-Profit Corporation: ARIZONA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	87305915	CYBER LOPES	
Registration Number:	3039105	GRAND CANYON UNIVERSITY	
Registration Number:	4446483	'LOPES	
Registration Number:	4124765	GRAND CANYON UNIVERSITY ARIZONA 1949	
Registration Number:	4096375	RISE TO THE CHALLENGE OF LEADERSHIP	
Registration Number:	4496361	DC NETWORK	
Registration Number:	4633605	'LOPES	
Registration Number:	4724541	'LOPES	
Registration Number:	4633637		
Registration Number:	4724550		
Registration Number:	4939057	GCU	
Registration Number:	4772979	SCHOOL HOUSE CHALK	
Registration Number:	5121212	CANYON	
Registration Number:	5211666	FIND YOUR PURPOSE	
Registration Number:	4948974	CANYON	
Registration Number:	5094661	LOPES	
Registration Number:	5216662	GCU	
Registration Number:	5252228	LOPES UP!	
Registration Number:	5082360	LOPES UP!	

CH \$665.00 87305915

Property Type	Number	Word Mark
Registration Number:	5086797	GCU
Registration Number:	5357629	GCBC GRAND CANYON BEVERAGE CO.
Registration Number:	5325489	STAMPEDE
Registration Number:	5266093	GCBC
Registration Number:	5372732	GCU LEARNING LOUNGE
Registration Number:	5421628	GRAND CANYON UNIVERSITY
Registration Number:	5503845	HACKERS WITH HALOS

CORRESPONDENCE DATA

Fax Number: 6023826070

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.

Phone: 602 382-6250

Email: pdemello@swlaw.com

Correspondent Name: R. Lee Fraley, Snell & Wilmer L.L.P.

Address Line 1: 400 E. Van Buren

Address Line 4: Phoenix, ARIZONA 85004-2202

NAME OF SUBMITTER:	R. Lee Fraley
SIGNATURE:	/RLF/
DATE SIGNED:	08/24/2018

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into effective as of the 1st day of July, 2018 (the “**Effective Date**”) by Grand Canyon Education, Inc., a Delaware corporation (“**Assignor**”), in favor of Gazelle University, an Arizona nonprofit corporation (“**Assignee**”) (each a “**Party**,” and collectively the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement. (as defined below).

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications appearing on Schedule A hereto (the “**Marks**”);

WHEREAS, Assignor and Assignee have executed that certain Asset Purchase Agreement, of even date herewith, by and between Assignor and Assignee (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to all of the Marks and any and all goodwill associated therewith, and all applications and registrations for the foregoing.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, grants and delivers to Assignee, all of Assignor’s worldwide right, title, and interest in and to each of the Marks, along with all goodwill associated with the Marks, including without limitation (i) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (ii) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing, and (iii) all causes of action and enforcement rights with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Marks, whether known, unknown, currently pending, filed, or otherwise, and including without limitation all rights to license and to collect and receive any damages, royalties, injunctive relief and settlements for such infringement of the Marks.

Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to: (i) record and register this Assignment upon request by Assignee, and (ii) issue any and all trademarks or equivalent which may be granted upon any of the Marks in the name of Assignee, as the assignee to the entire interest therein.

This Assignment is subject to all the terms and conditions of the Purchase Agreement. To the extent this Assignment and the Purchase Agreement conflict in any way, the terms of the Purchase Agreement will control. This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

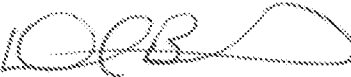
This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or other electronic transmission (including via .pdf) shall be as effective as delivery of a manually executed counterpart.

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IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

GRAND CANYON EDUCATION, INC., a
Delaware corporation

By: 
Name: Daniel E. Bachus
Title: Chief Financial
Officer

ASSIGNEE:

GAZELLE UNIVERSITY, an Arizona
nonprofit corporation

By: _____
Name: Will Gonzalez
Title: Chairman of the
Board of Trustees

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

GRAND CANYON EDUCATION, INC., a
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ASSIGNEE:






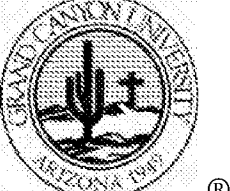
GAZELLE UNIVERSITY, an Arizona
nonprofit corporation

By: _____
Name: Will Gonzalez
Title: Chairman of the
Board of Trustees

SCHEDULE A

Registered Trademarks

Mark		U.S. Reg. No.	U.S. Reg. Date
GRAND CANYON UNIVERSITY® (for apparel and expanded services)		5,421,628	03/13/18
GCU LEARNING LOUNGE®		5,372,732	01/08/18
		5,357,629	12/19/17
STAMPEDE®		5,325,489	10/31/17
GCBC®		5,266,093	08/15/17
LOPES UP!® (for shirts)		5,252,228	07/25/17
GCU (Varsity Stylized), non-color (for apparel, other merchandise):		5,216,662	06/06/17
FIND YOUR PURPOSE®		5,211,666	05/30/17
CANYON® (for streaming music services)		5,121,212	01/10/17
LOPES® (for athletic events, etc.)		5,094,661	12/06/16
LOPES UP!® (for athletic events, etc.)		5,082,360	11/15/16
GCU (Varsity Stylized), non-color (for athletic events, etc.):		5,086,797	11/22/16
CANYON® (for athletic events, etc.)		4,948,974	05/03/16
GCU (Stylized), non-color:		4,939,057	04/19/16
SCHOOL HOUSE CHALK®		4,772,979	07/14/15

Mark		U.S. Reg. No.	U.S. Reg. Date
Antelope Design in colors Purple and Black:		4,724,550	04/21/15
'LOPES and Antelope Design, non-color:		4,724,541	04/21/15
Antelope Design in colors Purple and Black:		4,633,637	11/04/14
'LOPES and Antelope Design, non-color:		4,633,605	11/04/14
DC NETWORK®		4,496,361	03/11/14
'LOPES and Antelope Design in color:		4,446,483	12/10/13
GRAND CANYON UNIVERSITY ARIZONA 1949 and Design, non-color:		4,124,765	04/10/12
GRAND CANYON UNIVERSITY®		3,039,105	01/10/06
RISE TO THE CHALLENGE OF LEADERSHIP®		4,096,375	02/07/12

Pending Trademark Applications

Mark	U.S. Appl. No.	U.S. Filing Date
CYBER LOPES	87/305,915	01/18/17
HACKERS WITH HALOS	87/186,903	09/28/16

State Trademarks and Trade Names

Registered Trade Names

State	Trade Name	Reg. No.	Reg. Date
AZ	DC NETWORK	521700	06/01/11
AZ	DOCTORAL COMMUNITY NETWORK	521690	06/01/11
AZ	RISE TO THE CHALLENGE OF LEADERSHIP	521656	06/01/11
ND	GRAND CANYON UNIVERSITY	28164100	12/11/10
AZ	GRAND CANYON UNIVERSITY	502591	10/18/10
AZ	FIND YOUR PURPOSE	493655	06/22/10
AZ	'LOPES	451860	01/23/09
AZ	THUNDER 'LOPE	451859	01/23/09
AZ	HEAR THE THUNDER, FEAR THE 'LOPE	451858	01/23/09
AZ	LEADING AT A HIGHER LEVEL	451856	01/23/09