

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Management Systems, Inc.		02/28/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	EMS LinQ, Inc.		
Street Address:	c/o Banneker Partners, LLC, 600 Montgomery Street, 24th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5154807	LINQ	
Registration Number:	3354764	MEALS PLUS	
Registration Number:	4814936	LUNCHAPPLICATION.COM	
Registration Number:	4586349	ISIS	
Registration Number:	4582117	ISIS WE'LL CARRY YOUR BOOKS	
Serial Number:	76720325		
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon c/o Willkie Farr & Gallagh		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122821.00010 SS		
NAME OF SUBMITTER:	Spencer F. Simon		
SIGNATURE:	/Spencer F. Simon/		
DATE SIGNED:	11/28/2018		

CH \$165.00 5154807

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of February 28, 2018 ("Effective Date") by and between Education Management Systems, Inc., a North Carolina corporation ("Assignor"), and EMS LinQ, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated January 31, 2018 by and between Assignor, Assignee and the other Persons party thereto (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee, and Assignee wishes to receive ownership of, the U.S. registered trademarks and trademark application set forth on Schedule A hereto (the "Assigned Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to (i) the Assigned Trademarks, including all common-law rights related thereto and the goodwill of the business symbolized thereby, (ii) the right to obtain registrations and renewals for the foregoing, and (iii) the right to bring actions for the infringement, dilution or unauthorized use of the foregoing accruing or occurring prior to or any time after the Effective Date and to retain all monies and proceeds therefrom (the foregoing, the "Assigned Rights").

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. At Assignee's written request, Assignor shall take all reasonable actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee.

4. This Assignment is not intended to enlarge, diminish or modify the rights or obligations of the parties under the Purchase Agreement. Accordingly, to the extent that any terms and provisions of this Assignment conflict with any term or provision in the Purchase Agreement, the Purchase Agreement will prevail, govern and control.

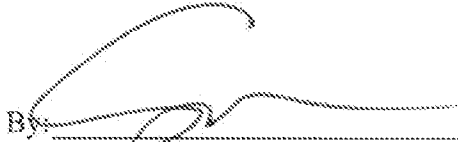
5. This Assignment shall be construed and interpreted in accordance with the laws of the State of North Carolina.

6. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first set forth above.

EMS LINQ, INC.


By: 
Name: Stephen Davis
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006490 FRAME: 0043

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**EDUCATION MANAGEMENT SYSTEMS,
INC.**

By: 
Name: Benjamin S. Hooks
Title: President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006490 FRAME: 0044**

Schedule A
Assigned Trademarks

Trademark	U.S. Registration Number/Application Serial Number
LINQ	5,154,807
MEALS PLUS	3,354,764
www.lunchapplication.com	4,814,936
ISIS	4,586,349
ISIS We'll Carry Your Books	4,582,117
Graham	76/720,325