

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505475

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:	Grand Canyon University		
Street Address:	3300 W. Camelback Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85017		
Entity Type:	Non-Profit Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5615377	GRAND CANYON UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	76296.03000		
NAME OF SUBMITTER:	R. Lee Fraley		
SIGNATURE:	/R. Lee Fraley/		
DATE SIGNED:	01/11/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is entered into effective as of the July 1, 2018 (the "*Effective Date*") by Grand Canyon Education, Inc., a Delaware corporation ("*Assignor*"), in favor of Grand Canyon 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 record owner of Trademark Registration Number 5,615,377, reproduced on Schedule A hereto (the "*Mark*");

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement by and between Assignor and Assignee (the "*Purchase Agreement*"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor assigned and Assignee received all of Assignor's right, title and interest in and to the Mark 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 the Mark, along with all goodwill associated with the Mark, 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 Mark, 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 Mark.

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 the Mark in the name of Assignee, as the assignee to the entire interest therein.

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.

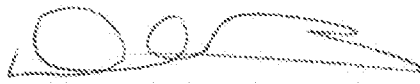
This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or other

electronic transmission (including via .pdf) shall be as effective as delivery of a manually executed counterpart.

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.

By: 

Name: Dan Bachus
Title: Chief Financial Officer

ASSIGNEE:

GRAND CANYON UNIVERSITY

By: 

Name: Brian Roberts
Title: Chief Administrative
Officer and General Counsel