

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Council on Education, Inc.		01/11/2019	Corporation:
RECEIVING PARTY DATA			
Name:	ACT, Inc.		
Street Address:	500 ACT Dr.		
City:	Iowa City		
State/Country:	IOWA		
Postal Code:	52243-0168		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4326170	AMERICAN COLLEGE APPLICATION CAMPAIGN	
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>			
Email:	mkahn@sheppardmullin.com, sftmdocket@sheppardmullin.com, rlozoya@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn		
Address Line 1:	Four Embarcadero Center, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Michelle D. Kahn		
SIGNATURE:	/MDK/		
DATE SIGNED:	04/17/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of January 11, 2019 ("the "Effective Date"), by American Council on Education, a District of Columbia nonprofit corporation (the "Assignor"), in favor of ACT, Inc., an Iowa nonprofit corporation (the "Assignee"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Program Transfer Agreement of even date herewith (the "Agreement"), by and between the Assignor and the Assignee.

RECITALS:

WHEREAS, pursuant to the Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the trademarks set forth on Schedule I hereto (the "Trademark(s)"), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (the "Trademarks and Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Assignment.** The Assignor hereby irrevocably conveys, transfers and assigns to Assignee as of the Effective Date, and Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. Assignee is to hold all right, title and interest in and to the Trademarks and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. **Authorization.** The Assignor authorizes and requests Assignee to request the USPTO to record Assignee as Assignee or transferee of the Trademark(s) and shall, promptly upon presentation to the Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. **Further Assurances.** Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further Assignees, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Trademark Assignment.

4. **Entire Agreement.** This Trademark Assignment and the Agreement (including the other documents, schedules and exhibits referenced in the Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to

abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. **Governing Law.** The parties specifically agree that this Trademark Assignment shall in all respects be interpreted, read construed and governed by the laws of the State of Iowa, exclusive of its conflicts of law rules.

7. **Counterparts.** This Trademark Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Trademark Assignment may deliver their executed counterparts by facsimile or other electronic means.

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IN WITNESS WHEREOF, the parties hereto have caused this Domain Name Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

American Council on Education, Inc.

By: 

Name: Louis Sosnes

Title: Chief Learning & Innovation Officer

Assignee:

ACT, Inc.

By: _____

Name: Marten Roorda

Title: Chief Executive Officer

By: _____

Name: Robert Block

Title: Vice President -- Corporate Development

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006621 FRAME: 0242

IN WITNESS WHEREOF, the parties hereto have caused this Domain Name Assignment to be duly executed effective as of the date first above written.


ASSIGNOR:


American Council on Education, Inc.

By: _____
Name: _____
Title: _____

Assignee:

ACT, Inc.

By: 
Name: Marten Roorda
Title: Chief Executive Officer

By: 
Name: Robert Block
Title: Vice President - Corporate Development

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006621 FRAME: 0243

SCHEDULE 1

TRADEMARKS

Mark/RN	Status/Status Date	Brief Goods/Services	Owner Information
AMERICAN COLLEGE APPLICATION CAMPAIGN RN: 4326170 SN: 85761908	Registered Supplemental Register April 23, 2013	(Int'l Class: 41) admission consulting services, namely, consulting in the field of college admissions, college selection, and the completion of college admissions applications	American Council on Education (District of Columbia Corp.) One Dupont Circle, N.W. Washington District of Columbia 20036