

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573295

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 Technology Partners, LLC		09/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Campus Management Corp.		
Street Address:	5201 North Congress Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5418475	EDUCATION PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	3128760288		
<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:	312-876-7151		
Email:	joseph.kuo@saul.com		
Correspondent Name:	Joseph M. Kuo		
Address Line 1:	SAUL EWING ARNSTEIN & LEHR LLP		
Address Line 2:	161 North Clark Street, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Joseph M. Kuo		
SIGNATURE:	/Joseph M. Kuo/		
DATE SIGNED:	04/23/2020		
Total Attachments: 5			
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OP \$40.00 5418475

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made, entered into and effective as of September 6, 2018 (“the “**Effective Date**”), by and between Education Technology Partners, LLC, a Delaware limited liability company (the “**Assignor**”), in and Campus Management Corp., a Florida corporation (the “**Assignee**”). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), by and between the Assignor and the Assignee.

RECITALS:

WHEREAS, pursuant to the Purchase 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 1** 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 Liens. Assignee is to hold all right, title and interest in and to the Trademark(s) 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 United States Patent and Trademark Office (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 reasonably 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 reasonably required to carry out the intent of this Trademark Assignment. Assignor agrees to take whatever

further action deemed reasonably necessary or appropriate by Assignee to properly and fully effect, perfect and enforce the transfer to Assignee of the Trademark(s) and Related Rights, to establish full custody of, and good, valid and marketable title to, the Trademark(s) and Related Rights by Assignee, and to exercise and enforce Assignee's right and title to, and interest in, the Trademark(s) and Related Rights. For example, without limitation, Assignor agrees to execute any additional documents or agreements as may be reasonably necessary and provide to Assignee and the USPTO all information necessary to affect such transfer. Assignor shall cease any and all use of the Trademark(s) and Related Rights, except as may be expressly authorized by Assignee in a signed writing. Assignor shall not register, license, transfer, own or otherwise use any Trademark or mark confusingly similar to the Trademarks.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks and Related Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Entire Agreement. This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase 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.

6. 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.

[Signature Page Follows]

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

ASSIGNOR:

Education Technology Partners, LLC

By: *Lawson F. Ellinov*
Name: Lawson F. Ellinov
Title: Chief Executive Officer

STATE OF Florida

COUNTY OF Leon

On this day, September 6th, 2018, before me personally appeared the above named individual, to me known to be an authorized representative of Assignor described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public: *Sean Meseroff*

My Commission Expires: _____



Sean Meseroff
Notary Public
State of Florida
MY COMMISSION # FF 922195
Expires: September 28, 2019

ASSIGNEE:

Campus Management Corp.

By: _____
Name: Anders Nessen
Title: CEO

STATE OF Florida

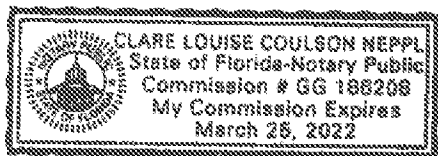
COUNTY OF Palm Beach

On this day, September 10, 2018, before me personally appeared the above named individual, to me known to be an authorized representative of Assignee described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public: Clare Louise Coulson Neppi

My Commission Expires: March 25, 2022



SCHEDULE 1

TRADEMARKS

Word Mark	Registration No.	Status	Goods/Services
Broadleaf Solutions	4371360	Live	IC 009. US 021 023 026 036 038. G & S: Computer software for managing student financial aid enrollment and administration. FIRST USE: 20120901. FIRST USE IN COMMERCE: 20120901 IC 036. US 100 101 102. G & S: College consulting services, namely, assisting students in applying for scholarships and financial aid; Student loan services. FIRST USE: 20120901. FIRST USE IN COMMERCE: 20120901
Broadleaf School Management System	4171141	Live	IC 036. US 100 101 102. G & S: College consulting services, namely, assisting students in applying for scholarships and financial aid; Financial advice; Student loan services. FIRST USE: 20100531. FIRST USE IN COMMERCE: 20100531
Education Partners	5418475	Live	IC 009. US 021 023 026 036 038. G & S: Computer software for managing student financial aid enrollment and administration. FIRST USE: 20150101. FIRST USE IN COMMERCE: 20150101 IC 036. US 100 101 102. G & S: College consulting services, namely, assisting students in applying for scholarships and financial aid; Student loan services. FIRST USE: 20150101. FIRST USE IN COMMERCE: 20150101