OP \$40.00 3987092

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM584141

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apollo Education Group, Inc.		07/01/2020	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	The University of Phoenix, Inc.	
Street Address:	4025 S. Riverpoint Parkway	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85040	
Entity Type:	Corporation: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3987092	FOREVER A PHOENIX

CORRESPONDENCE DATA

Fax Number:

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: 4084141080

Email: trademarks@h35g.com
Correspondent Name: Christopher J. Palermo

Address Line 1: 1 Almaden Boulevard - Floor 12
Address Line 4: San Jose, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	60201-0526
NAME OF SUBMITTER:	Iryna Vyshynska
SIGNATURE:	/IrynaVyshynska/
DATE SIGNED:	07/01/2020

Total Attachments: 1

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TRADEMARK
REEL: 006986 FRAME: 0549

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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK ("Assignment") dated and effective as of <u>July 1, 2020</u>. (the "Effective Date") by and between <u>Apollo Education Group, Inc.</u>, an Arizona corporation, located at 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040, United States of America ("Assignor") and <u>The University of Phoenix, Inc.</u>, an Arizona corporation, located at 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040, United States of America ("Assignes").

WHEREAS, Assignor owns the United States trademark registration 3987092, registered on June 28, 2011, for the mark FOREVER A PHOENIX (the "Trademark");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademark as well as the goodwill represented by the Trademark and Assignor is willing to assign the same upon the terms and conditions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, (i) all of Assignor's right, title and interest, whether statutory or at common law, in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark throughout the world, and any and all applications and/or registrations for the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademark, including the right to bring an action for past, present and future infringement, dilution, unfair competition or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees and injunctive relief for infringement, dilution, unfair competition or other misappropriation or misuse.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

APOLLO EDUCATION GROUP, INC.

Name: William Molina

Title: Vice President, Tax

AGREED TO AND ACCEPTED:

THE UNIVERSITY OF PHOENIX, INC.

Name: 7 im West

RECORDED: 07/01/2020

Title: Associate General Counsel/Chief Privacy Counsel