

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610872

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| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | Assignment and Assumption Agreement and accompanying documents to correct October 5, 2020 filing |
| RESUBMIT DOCUMENT ID: | 900572793 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|---------------------------|
| McCann Education Centers, Inc. | | 01/18/2018 | Corporation: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------|
| Name: | STVT-AAI Education Inc. |
| Street Address: | 8701 Bedford Eules Road |
| Internal Address: | Suite 400 |
| City: | Hurst |
| State/Country: | TEXAS |
| Postal Code: | 76053 |
| Entity Type: | Corporation: TEXAS |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------|
| Serial Number: | 77742810 | MCCANN |

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Shoko Naruo

Address Line 1: Thompson Coburn LLP, One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 61384-200546 |
| NAME OF SUBMITTER: | Shoko Naruo |
| SIGNATURE: | /shoko naruo/ |
| DATE SIGNED: | 11/25/2020 |

Total Attachments: 7
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ASSIGNMENT AND ASSUMPTION AGREEMENT


This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is entered into as of January 18, 2018 by and among (a) (i) Atlantic Coast Colleges, Inc., a North Carolina corporation; (ii) Berks Technical Institute, Inc., a Delaware corporation; (iii) Delta Career Education Corporation, a Delaware corporation; (iv) McCann Education Centers, Inc., a Pennsylvania corporation; (v) McCann School of Business and Technology, Inc., a Louisiana corporation; (vi) Miller-Motte Business College, Inc., a North Carolina Corporation; (vii) Palmetto Technical College, Inc., a Virginia corporation; and (viii) Piedmont Business Colleges, Inc., a North Carolina corporation (each and collectively, the "Seller"); and (b) STVT-AAI Education Inc., a Texas corporation ("STVT-AAI").

WHEREAS, the Seller and Ancora Intermediate Holdings LLC, a Texas limited liability corporation (the "Buyer"), entered into that certain Amended and Restated Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to Section 2.6(d)(i) of the Purchase Agreement, the Seller has agreed to transfer and assign the Purchased Assets directly to STVT-AAI, as a deemed contribution on behalf of the Buyer, and STVT-AAI has agreed to assume certain obligations of the Seller, as set forth herein and therein.

→ NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. In accordance with the terms of the Purchase Agreement, effective as of the date hereof, the Seller hereby sells, assigns, transfers and delivers to STVT-AAI (subject to the terms of Section 2.6 of the Purchase Agreement), all of the Seller's right, title and interest in and to the Purchased Contracts. In accordance with the terms of the Purchase Agreement, effective as of the date hereof, STVT-AAI hereby (i) purchases, acquires and takes assignment and delivery of (subject to the terms of Section 2.6 of the Purchase Agreement) each of the Purchased Contracts and (ii) assumes and agrees to be responsible for, timely pay and discharge all of the Assumed Liabilities.
2. Nothing contained in this Agreement shall be construed to expand, limit or otherwise modify or terminate the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement.
3. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of STVT-AAI and the Seller.
4. This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of New York, without giving effect to the conflicts of law principles thereof.
5. In the case of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.


WHEREAS, STVT-AAI desires to acquire from the Seller all of Seller's right, title and interest in and to the Trademark application and/or registration, together with the benefit of any use of the Trademark by the Seller, and the goodwill of the business operations to the Trademark and to the wares or services associated with it, to hold unto STVT-AAI absolutely. [STVT-AAI initial ] 11/24/2020

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6. This Agreement may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.
7. Capitalized terms used herein without definitions shall have the meanings set forth for such terms in the Purchase Agreement.

[Signature pages follow]

8. Trademark Assignment, the Seller hereby sells, transfers and assigns to STVT-AAI, its successors and assigns, the Seller's entire right, title and interest in and to the Trademark application and/or registrations, together with (i) the benefit of any use of the Trademark by the Seller (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Seller with respect to the Trademark(s) to hold unto the STVT-AAI absolutely. [STVT-AAI initial: ] 11/24/2020

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

ATLANTIC COAST COLLEGES, INC.
BERKS TECHNICAL INSTITUTE, INC.
DELTA CAREER EDUCATION
CORPORATION
MCCANN EDUCATION CENTERS, INC.
MCCANN SCHOOL OF BUSINESS AND
TECHNOLOGY, INC.
MILLER-MOTTE BUSINESS COLLEGE,
INC.
PALMETTO TECHNICAL COLLEGE, INC.
PIEDMONT BUSINESS COLLEGES, INC.

By: 

Name: John P. Olsen

Title: Chief Executive Officer

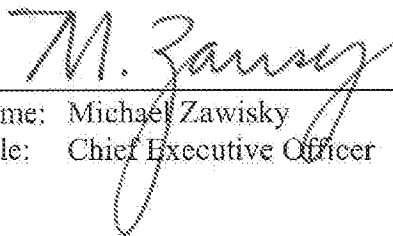
{Signature Page to Assignment and Assumption Agreement}

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STVT-AAI:

STVT-AAI EDUCATION INC.

By: 
Name: Michael Zawisky
Title: Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement]