

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon Higher Education, LLC		11/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Higher Ed International, LLC		
Street Address:	2200 Ross Avenue, Suite 3800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5958010	MINIMBA	
Registration Number:	5958009	MBA CONCENTRATION	
Registration Number:	5958008	MINIMASTERS	
CORRESPONDENCE DATA			
Fax Number:	8322393600		
<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:	832-239-3786		
Email:	nytef@jonesday.com		
Correspondent Name:	Anna E. Raimer		
Address Line 1:	Jones Day		
Address Line 2:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	149536-6350003		
NAME OF SUBMITTER:	Anna E. Raimer		
SIGNATURE:	/Anna E. Raimer/		
DATE SIGNED:	12/01/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), is entered into and effective as of the 1st day of November 2020 (the “Effective Date”), by and between Paragon Higher Education, LLC, a Delaware limited liability company (“Assignor”) and Higher Ed International, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns certain trademark registrations set forth on Schedule A (the “Assigned Marks”); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee the Assigned Marks, subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. On the Effective Date, Assignor irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated therewith, (b) all common law rights therein and in any elements of the Assigned Marks, including underlying word marks and design components, (c) all registrations that have been granted in any of the foregoing, (d) all extensions and renewals of the foregoing, and (e) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement or other violation of the Assigned Marks, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor.

2. Recordation. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States of America, or any other official of any applicable governmental authority, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to and in the name of Assignee.

3. Further Assurances. Assignor agrees that, upon request, it will, at Assignee’s expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee’s ownership of all right, title and interest in and to the Assigned Marks, and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

4. Ownership. Assignor represents that it is the owner of all rights in and to the Assigned Marks and that it has the right to grant the assignment herein to Assignee. Assignor, however, makes no representation or warranty, express or implied, regarding the validity or enforceability of the Assigned Marks.

5. Entire Agreement; Amendment. This Agreement, together with the attached Schedule A, constitute the entire agreement, and supersede any and all prior or contemporaneous agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound.

6. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

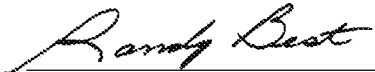
7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its conflict of laws principles.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement with effect as of the Effective Date.

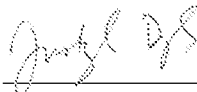
**PARAGON HIGHER
EDUCATION, LLC**

By: 

Name: Randy Best

Title: Sole Member and Sole Manager

**HIGHER ED
INTERNATIONAL, LLC**

By: 

Name: Justyna Dymerska

Title: Manager

**SCHEDULE A
ASSIGNED MARKS**

MARK	JURISDICTION	APP. NO.	DATE FILED	REG. NO.	REG. DATE
MINIMBA	United States	88/064,869	Aug. 3, 2018	5,958,010	Jan .7, 2020
MBA CONCENTRATION	United States	88/064,862	Aug. 3, 2018	5,958,009	Jan .7, 2020
MINIMASTERS	United States	88/031,327	Jul. 10, 2018	5,958,008	Jan .7, 2020

Schedule A to Assignment Agreement

RECORDED: 12/01/2020

**TRADEMARK
REEL: 007119 FRAME: 0424**