

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Projects in Knowledge, Inc.		11/24/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Kaplan North America, LLC		
Street Address:	1515 West Cypress Creek Road		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4484231	PROJECTS IN KNOWLEDGE AT THE INTERSECTIO	
Registration Number:	4127162	MEDIMAGE CASES	
Registration Number:	4166852	MEDIMAGE CASES, PICTURES AND A THOUSAND	
Registration Number:	3553615	TXREPORTER	
Registration Number:	3398255	PROJECTS IN KNOWLEDGE	
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>			
Phone:	3123851246		
Email:	apomonis@kaplan.edu		
Correspondent Name:	Ashley Pomonis		
Address Line 1:	1515 West Cypress Creek Road		
Address Line 4:	Fort Lauderdale, FLORIDA 33309		
NAME OF SUBMITTER:	Ashley Pomonis		
SIGNATURE:	/Ashley Pomonis/		
DATE SIGNED:	01/10/2022		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 24th day of November, 2021 ("Effective Date"), by and between Projects in Knowledge, Inc., a New York corporation ("Seller"), and Kaplan North America, LLC, a Delaware limited liability company ("Purchaser").

A. The parties hereto are also parties to an Asset Purchase Agreement, dated as of the date hereof, by and among the Seller, the Purchaser, and the other signatories thereto the "Asset Purchase Agreement";

B. Seller is the owner of the trademarks set forth on Exhibit A hereto (collectively, the "Trademarks")

B. Seller desires to transfer and assign the Trademarks to the Purchaser in accordance with and subject to the provisions set forth below and in accordance with the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller hereby agrees as follows:

1. Seller does hereby assign, sell, transfer, and convey to Purchaser an undivided right, title and interest in and to the Trademarks, together with all the goodwill associated therewith, as well as all of its rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past and future, including infringement of the Trademarks, or any other violation or injury to the goodwill and the right to sue for and recover the same in its own name and that of its successors and/or assigns consistent with Purchaser's portion of its undivided right in the Trademarks.

2. The terms of the Asset Purchase Agreement, including the representations, warranties, covenants, and indemnities therein, are incorporated herein by reference. For the avoidance of doubt, the parties acknowledge and agree that the terms of the Asset Purchase Agreement will not be superseded hereby but will 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

3. Seller hereby authorizes and requests the United States Patents and Trademarks Office and/or any country or countries foreign to the United States, as the case may be, to record the Purchaser as owner of the Trademarks.

4. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the state of Delaware, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

PROJECTS IN KNOWLEDGE, INC.

By: Robert Stern
Name: Robert S. Stern
Title: President

ACCEPTED AND AGREED TO:

KAPLAN NORTH AMERICA, LLC

By: _____
Name: Gregory Marino
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

PROJECTS IN KNOWLEDGE, INC.

By: _____
Name: Robert S. Stern
Title: President

ACCEPTED AND AGREED TO:

KAPLAN NORTH AMERICA, LLC

By: DocuSigned by: Gregory F. Marino _____
Name: Gregory Marino
Title: Chief Executive Officer

Exhibit A
Trademarks

Registration # or Serial #	Country	Status	Mark	Filing Date	Registration Date
4,484,231	US	Registered	PROJECTS IN KNOWLEDGE AT THE INTERSECTION OF KNOWLEDGE AND OUTCOMES SINCE 1980	6/11/2013	2/18/2014
4,127,162	US	Registered	MedImage Cases	9/8/2011	4/10/2012
4,166,852	US	Registered	MedImage Cases Picutres and a Thousand Words	7/26/2011	7/3/2012
3,553,615	US	Registered	TXREPORTER	5/9/2008	12/30/2008
3,398,255	US	Registered	Projects in Knowledge	7/27/2007	3/18/2008