

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783142

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distance Education Co. L.L.C.		11/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Career Step, LLC
Street Address:	5051 Peachtree Corners
Internal Address:	Suite 200
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3075279	NEW YORK INSTITUTE OF PHOTOGRAPHY
Registration Number:	4452742	NEW YORK INSTITUTE OF ART & DESIGN
Registration Number:	5374077	NEW YORK INSTITUTE OF CAREER DEVELOPMENT
Registration Number:	5493622	NYICD NEW YORK INSTITUTE OF CAREER DEVEL
Registration Number:	4480567	NEW YORK INSTITUTE OF PHOTOGRAPHY 100THA
Registration Number:	4480566	NEW YORK INSTITUTE OF PHOTOGRAPHY 100THA
Registration Number:	4545022	
Registration Number:	5832967	NEW YORK INSTITUTE OF ART + DESIGN

CORRESPONDENCE DATA

Fax Number: 7032884003

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: 703-288-5248

Email: trina@schiffreinlaw.com

Correspondent Name: Trina A. Longo

Address Line 1: 8200 Greensboro Drive

Address Line 2: Suite 900

Address Line 4: McLean, VIRGINIA 22102

OP \$215.00 3075279

NAME OF SUBMITTER:	Trina A. Longo
SIGNATURE:	/Trina A. Longo/
DATE SIGNED:	01/30/2023
Total Attachments: 4 source=TM Assignment from Distance Education Co. L.L.C. to Career Step LLC HM#page1.tif source=TM Assignment from Distance Education Co. L.L.C. to Career Step LLC HM#page2.tif source=TM Assignment from Distance Education Co. L.L.C. to Career Step LLC HM#page3.tif source=TM Assignment from Distance Education Co. L.L.C. to Career Step LLC HM#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into as of November 1, 2022 (“Effective Date”) by and between Distance Education Co. L.L.C., a Delaware limited liability company with a principal place of business of 41 East 11th Street, 11th Floor, New York, NY 10003 (“Assignor”), and Career Step, LLC, a Georgia limited liability company with a principal place of business of 5051 Peachtree Corners, Suite 200, Norcross, GA 30092 (“Assignee”). The Assignor and Assignee may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Assignor has adopted, used, and is using the trademarks listed on Schedule A attached hereto and made a part hereof (collectively, the “Marks”);

WHEREAS, Assignor has registered the Marks listed on Schedule A with the United States Patent and Trademark Office or the Canadian Intellectual Property Office (collectively, the “Registrations”);

WHEREAS, Assignor desires to sell, assign, transfer, and convey to the Assignee all right, title, and interest in and to the Marks and the Registrations thereof set forth in the attached Schedule A;

WHEREAS, Assignee desires to acquire all of the Assignor’s right, title, and interest in and to the Marks and the Registrations thereof set forth in the attached Schedule A; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ASSIGNMENT OF THE MARKS.** Effective as of the Effective Date, the Assignor sells, assigns, transfers, and conveys to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) The Marks referred to in Schedule A together with the good will of the business connected with the use of and symbolized by the Marks, and the portion of the business to which the Marks pertain;
- (b) The Registrations;
- (c) All income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks, including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and
- (d) All rights to sue for past, present, and future infringements or misappropriation of the Marks.

2. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.** The Assignor hereby represents and warrants to the Assignee that Assignor is the sole owner of all right, title, and interest in and to the Marks and Registrations and has the power and authority to assign its rights in and to the Marks and Registrations in accordance with this Assignment.

3. **FURTHER ASSURANCES; RECORDATION.** Assignor agrees to hereafter execute and deliver all applications, assignments, lawful oaths, other instruments of transfer, and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Marks and Registrations hereby assigned. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including, but not limited to the United States Patent and Trademark Office and the Canadian Intellectual Property Office) to record and register this Assignment upon request by Assignee.

4. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. **HEADINGS.** Titles or headings to the sections of this Assignment are inserted for convenience and shall not control or affect the meaning or construction of any of the provisions of this Assignment.

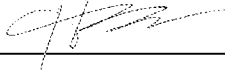
6. **COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy (including by electronic signature) of this Assignment delivered by email or other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

DISTANCE EDUCATION CO. L.L.C.

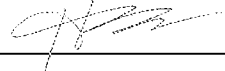
CAREER STEP, LLC

By:  _____

Name: Heather D. McAllister

Title: Secretary

Date: November 1, 2022

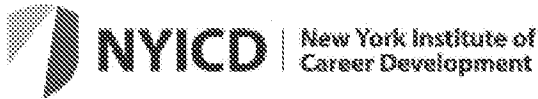



By:  _____

Name: Heather D. McAllister

Title: Secretary

Date: November 1, 2022

SCHEDULE A

MARK	JURISDICTION	REG. NO.
New York Institute of Photography	United States	3075279
New York Institute of Art & Design	United States	4452742
New York Institute of Career Development	United States	5374077
	United States	5493622
 New York Institute of Photography	United States	4480567
	United States	4480566
	United States	4545022
New York Institute of Art + Design	United States	5832967
NYIP	Canada	TMA767859