

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zovio Inc		07/31/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The University of Arizona Global Campus		
<b>Street Address:</b>	180 South Arizona Avenue		
<b>Internal Address:</b>	Suit 301		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85225		
<b>Entity Type:</b>	Non-Profit Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6351823	CONSTELLATION	
<b>Registration Number:</b>	4616078	DIGITAL SOLUTIONS THAT ADVANCE LEARNING	
<b>Registration Number:</b>	4400884	INNOVATIVE SOLUTIONS THAT ADVANCE LEARNI	
<b>Registration Number:</b>	6564062	SIGNALZ	
<b>Registration Number:</b>	3502622	SMART TRACK	
<b>Registration Number:</b>	4415660	TECHNOLOGY CHANGES EVERYTHING	
<b>Registration Number:</b>	3691337	WAYPOINT	
<b>Registration Number:</b>	3745877	WAYPOINT OUTCOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7145135130		
<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>			
<b>Phone:</b>	7145135100		
<b>Email:</b>	ipdocketingtm@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard Mullin Richter & Hampton LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 10th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Gazal Pour-Moezzi		

CH \$215.00 6351823

<b>SIGNATURE:</b>	/Gazal Pour-Moezzi/
<b>DATE SIGNED:</b>	03/15/2023
<b>Total Attachments: 6</b> source=3 Zovio-UAGC - Intellectual Property Assignment - EXECUTED TM#page1.tif source=3 Zovio-UAGC - Intellectual Property Assignment - EXECUTED TM#page2.tif source=3 Zovio-UAGC - Intellectual Property Assignment - EXECUTED TM#page3.tif source=3 Zovio-UAGC - Intellectual Property Assignment - EXECUTED TM#page4.tif source=3 Zovio-UAGC - Intellectual Property Assignment - EXECUTED TM#page5.tif source=3 Zovio-UAGC - Intellectual Property Assignment - EXECUTED TM#page6.tif	

## CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

**THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Confirmatory Assignment**”) is made as of July 31, 2022 (“**Assignment Effective Date**”), by and between Zovio Inc, a Delaware corporation (“**Seller**”), and The University of Arizona Global Campus, an Arizona non-profit corporation (“**Buyer**”). Unless otherwise indicated in this Confirmatory Assignment, capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

### RECITALS

I. Seller, Buyer, and The University of Arizona are parties to an Asset Purchase and Sale Agreement, dated of even date herewith (the “**Purchase Agreement**”), pursuant to which Seller has sold, assigned, transferred, conveyed, and delivered to Buyer all of Seller’s rights, title, and interest in and to the Intellectual Property Assets, including, without limitation, the Assigned Trademarks, Assigned Copyrights and Assigned Patents (as defined below); and

II. Seller and Buyer execute this Confirmatory Assignment for the sole purpose of memorializing and recording the assignment effected by the Purchase Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. As of the effective date of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby accepts, all of Seller’s worldwide rights, title, and interest in, to and under (i) the Intellectual Property Assets (including, without limitation, the Trademarks listed on Schedule A (the “**Assigned Trademarks**”), the copyrights listed on Schedule B (the “**Assigned Copyrights**”), and the patents listed on Schedule C hereto (the “**Assigned Patents**”), (ii) any and all rights, priorities, and privileges of Seller provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, organization or otherwise throughout the universe with respect to the foregoing, (iii) the goodwill appurtenant to the Assigned Trademarks, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing, (v) all rights to prosecute and maintain the Assigned Trademarks, Assigned Copyrights and Assigned Patents, (vi) any and all patents and applications (including continuations, continuations-in-part, divisions, substitutions, reissues, and convention applications and patents) that are entitled to the benefit of priority, claim priority to, or are implicated by a terminal disclaimer (related to an “obviousness-type” double patenting rejection), with respect to any of the patents or patent applications of Assigned Patents listed in Schedule C, (vii) any renewals, reissues, or extensions of any of the Assigned Patents (including but not limited to any of the foregoing that may be for design patents, industrial designs, petty patents, or utility models), regardless of whether those rights arise under the laws of the United States or any other state, country or jurisdiction throughout the world, (viii) the right to sue for and recover in the Buyer’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, all rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation and all rights to recover and retain damages therefore, including attorneys’ fees and expenses, lost profits, right to injunctive relief, and/or royalties in connection with any of the foregoing.

2. Recordation and Transfer. Seller hereby authorizes and requests that all applicable governmental entities or registrars (including any applicable foreign or international office or registrar), record Buyer as the assignee and owner of the Assigned Trademarks, Assigned Copyrights and Assigned Patents, and issue any and all registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Buyer and Buyer's successors and/or assigns, as assignee of all of Seller's rights, title and interest in and to the Intellectual Property Assets. Buyer shall have the right to record this Confirmatory Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Intellectual Property Assets.

3. Appointment as Attorney-in-Fact. If at any time Buyer is unable, for any reason, to secure Seller's signature on any assignments or applications for registrations, or other documents or filings pertaining to any or all of the Intellectual Property Assets, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Seller.

4. Successors and Assigns. This Confirmatory Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Confirmatory Assignment may be executed in two or more consecutive counterparts (including by facsimile or electronic transmission), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. Purchase Agreement Controls. This Confirmatory Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets, including, without limitation, the Assigned Trademarks, Assigned Copyrights and Assigned Patents. Nothing contained in this Confirmatory Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Confirmatory Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

7. Severability. If any term of this Confirmatory Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Confirmatory Assignment or invalidate or render unenforceable such term or provisions in any other jurisdiction.

8. Governing Law. All aspects of this Confirmatory Assignment will be exclusively governed by and construed in accordance with the provisions of Section 8.2 of the Purchase Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have caused this Confirmatory Intellectual Property Assignment Agreement to be executed as of the Assignment Effective Date above.

**“SELLER”**

**ZOVIO INC**

DocuSigned by:

By: *Randy J Hendricks*

Name: Randy Hendricks

Its: CEO

*[Signature Page to Confirmatory Intellectual Property Assignment Agreement]*

**“BUYER”**

**THE UNIVERSITY OF ARIZONA GLOBAL  
CAMPUS**

DocuSigned by:

By: Paul Pastorek

Name: Paul Pastorek 3698E1E4A1694BE...

Its: President

*[Signature Page to Confirmatory Intellectual Property Assignment Agreement]*

**TRADEMARK  
REEL: 008004 FRAME: 0454**

## SCHEDULE A

### Assigned Trademarks

TRADEMARK	COUNTRY	STATUS	MATTER TYPE	APPLICATION NUMBER	APPLICATION DATE	CLASSES	PUBLICATION DATE	REGISTRATION DATE	REGISTRATION NUMBER	NEXT RENEWAL DATE	OWNER
CONSTELLATION	Argentina	Registered	Trademark - ORG	30412414	10/25/2010			04/25/2013	256835	04/25/2023	Zovio Inc
CONSTELLATION	Canada	Registered	Trademark - ORG	1500957	10/25/2010			07/22/2015	TMAA909203	04/22/2030	Zovio Inc
CONSTELLATION	European Union	Registered	Trademark - ORG	9476144	10/26/2010	041		04/04/2011	9476144	10/26/2030	Zovio Inc
CONSTELLATION	India	Registered	Trademark - ORG	2045090	10/27/2010	041		10/27/2010	2045090	10/27/2030	Zovio Inc
CONSTELLATION	Japan	Registered	Trademark - ORG	201082561	10/22/2010	009, 041	11/18/2010	12/22/2011	5459494	12/22/2031	Zovio Inc
CONSTELLATION	Malaysia	Registered	Trademark - ORG	2010020674	04/30/2010	041		10/08/2014	2010020674	04/30/2030	Zovio Inc
CONSTELLATION	Mexico	Registered	Trademark - ORG	1131171	10/29/2010	41		06/24/2011	1224285	10/29/2030	Zovio Inc
CONSTELLATION	Philippines	Registered	Trademark - ORG	42010011721	10/27/2010	041, 042, 09		11/14/2013	42010011721	11/14/2023	Zovio Inc
CONSTELLATION	Republic of Korea	Registered	Trademark - ORG	41201027321	10/27/2010	041		02/15/2012	41226539	02/15/2032	Zovio Inc
CONSTELLATION	Russian Federation	Registered	Trademark - ORG	2010734172	10/25/2010	041		01/31/2012	452621	07/25/2030	Zovio Inc
CONSTELLATION	Singapore	Registered	Trademark - ORG	T1013809C	10/22/2010	041		10/22/2010	T1013809C	07/22/2030	Zovio Inc
CONSTELLATION	South Africa	Registered	Trademark - ORG	201024360	10/21/2010	041		04/12/2012	201024360	10/21/2030	Zovio Inc
CONSTELLATION	Taiwan	Registered	Trademark - ORG	102024298	05/08/2013	041		09/16/2014	1666551	09/15/2024	Zovio Inc
CONSTELLATION	Turkey	Registered	Trademark - ORG	201067695	10/22/2010	041		02/14/2012	201067695	10/22/2030	Zovio Inc
CONSTELLATION	United Kingdom	Registered	Trademark - ORG	9476144	10/26/2010	041		04/04/2011	UK0099476144	10/26/2030	Zovio Inc
CONSTELLATION	United States of America	Registered	Trademark - ORG	88904090	05/06/2020	09, 41, 42	03/02/2021	05/18/2021	6351823	05/18/2031	Zovio Inc
DIGITAL SOLUTIONS THAT ADVANCE LEARNING	United States of America	Registered	Trademark - ORG	86025404	07/31/2013	041		10/07/2014	4616078	10/07/2024	Zovio Inc
INNOVATIVE SOLUTIONS THAT ADVANCE LEARNING	United States of America	Registered	Trademark - ORG	85514954	01/12/2012	041	02/19/2013	09/10/2013	4400884	09/10/2023	Zovio Inc
SIGNALZ	Canada	Pending	Trademark - ORG	2090265	03/09/2021	042					Zovio Inc

**TRADEMARK**

**REEL: 008004 FRAME: 0455**

SIGNALZ	Mexico	Registered	Trademark - ORG	2512588	03/10/2021	042	03/18/2021	05/25/2021	2250027	05/25/2031	Zovio Inc
SIGNALZ	United States of America	Registered	Trademark - ORG	90142847	08/27/2020	042	03/09/2021	11/16/2021	6564062	11/16/2031	Zovio Inc
SMART TRACK	United States of America	Registered	Trademark - ORG	77200590	06/07/2007	041	11/20/2007	09/16/2008	3502622	09/16/2028	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Argentina	Registered	Trademark - ORG	3212322	12/03/2012	41		02/24/2014	2631975	02/24/2024	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Australia	Registered	Trademark - ORG	1529156	12/03/2012	41		12/03/2012		12/03/2022	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Canada	Registered	Trademark - ORG	1605161	12/05/2012	41		11/14/2014	TMA890025	11/14/2029	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Chile	Registered	Trademark - ORG	1036506	12/04/2012	41		04/23/2014	1090845	04/23/2024	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Mexico	Registered	Trademark - ORG	1330986	12/03/2012	41		04/30/2013	1330986	12/03/2022	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Russian Federation	Registered	Trademark - ORG	2012742139	12/04/2012	41		12/18/2013	502525	12/04/2022	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	South Africa	Registered	Trademark - ORG	201232754	12/03/2012	41		08/29/2014	201232754	12/03/2022	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	Turkey	Registered	Trademark - ORG	2012100976	12/04/2012	41		11/21/2014	2012100976	12/04/2022	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	United States of America	Registered	Trademark - ORG	85643019	06/05/2012	41	10/30/2012	10/08/2013	4415660	10/08/2023	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	United States of America	Registered	Trademark - ORG	77557694	08/28/2008	009		10/06/2009	3691337	10/06/2029	Zovio Inc
WAYPOINT OUTCOMES	United States of America	Registered	Trademark - ORG	77583826	10/02/2008	009	11/24/2009	02/09/2010	3745877	02/09/2030	Zovio Inc

TRADEMARK