

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
University College of Chapman University		01/20/2011	non-profit corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brandman University		
Street Address:	16355 Laguna Canyon Rd.		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	non-profit corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3786488	BRANDMAN UNIVERSITY	
Serial Number:	77709084	BRANDMAN UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 641-5100		
Email:	sbarricella@rutan.com, trademarks@rutan.com, scain@rutan.com, ezaskoda@rutan.com		
Correspondent Name:	Susan J. Barricella		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	001315.0271T		
NAME OF SUBMITTER:	Erin R. Zaskoda		

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**TRADEMARK
 REEL: 004466 FRAME: 0857**

Signature:	/Erin R. Zaskoda/
Date:	02/03/2011
Total Attachments: 3 source=BRANDMAN UNIVERSITY executed TRADEMARK ASSIGNMENT #page1.tif source=BRANDMAN UNIVERSITY executed TRADEMARK ASSIGNMENT #page2.tif source=BRANDMAN UNIVERSITY executed TRADEMARK ASSIGNMENT #page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered as of the date last written below (the "Effective Date"), by and between University College of Chapman University, a California non-profit corporation having its principal place of business at One University Drive, Orange, CA 92866 ("Assignor"), and Brandman University ("Assignee"), a California non-profit corporation having its principal place of business at 16355 Laguna Canyon Rd., Irvine, CA 92618.

WHEREAS, Assignor has filed and obtained U.S. Trademark Registration No. 3786488 (the "Trademark Registration") and has filed U.S. Trademark Serial No. 77/709,084 (the "Trademark Application") for the mark BRANDMAN UNIVERSITY (the "Trademark"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademark Registration, Trademark Application, Trademark, and any goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark Registration, Trademark Application and Trademark, along with all goodwill associated therewith, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor further covenants and agrees to execute all assignments and oaths, and any other documents that Assignee may deem necessary or desirable for securing or maintaining the Trademark Registration, Trademark Application or Trademark, or the goodwill associated therewith, all without additional compensation to Assignor. Any fees/costs associated with recording this Assignment shall be paid by Assignee.

3. Assignor hereby covenants that all right, title and interest in and to the Trademark Registration, Trademark Application and Trademark are free and clear of any third party claim, assignment, sale, agreement, judgment, order, claim, or encumbrance that would conflict with this Assignment.

4. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks record Assignee as the owner of the Trademark Registration and Trademark Application.

5. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

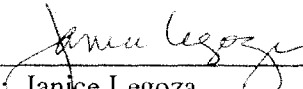
7. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative of Assignor, and by a duly authorized representative of Assignee, as of the Effective Date.

ASSIGNOR

University College of Chapman University

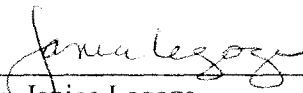
Dated: 1/20/11

By: 
Name: Janice Legoza
Title: Vice Chancellor of Finance and
Administration and Chief Financial Officer

ASSIGNEE

Brandman University

Dated: 1/20/11

By: 
Name: Janice Legoza
Title: Vice Chancellor of Finance and
Administration and Chief Financial Officer