

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
Altius University, LLC		07/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Altius Education, Inc.		
Street Address:	345 California Street, Suite 1200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3746202	IVY BRIDGE COLLEGE	
CORRESPONDENCE DATA			
Fax Number:	(916)329-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	916-447-9200		
Email:	lpartmann@orrick.com		
Correspondent Name:	Stacy E. Don		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	21980.6003/1640		
NAME OF SUBMITTER:	Stacy E. Don		
Signature:	/Stacy E. Don/		
Date:	07/27/2011		
Total Attachments: 1 source=11_07_27 Altius University Assignment of Ivy Bridge College Trademark#page1.tif			

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is made to be effective as of July 27, 2011 by and between Altius University, LLC, a Delaware limited liability company ("Assignor"), and Altius Education, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor owns the following trademark and trademark registration with the United States Patent and Trademark Office:

IVY BRIDGE COLLEGE & Design, Reg. No. 3,746,202 (the "Mark");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee, in perpetuity, all right, title and interest in and to the Mark worldwide; the goodwill associated with the Mark; the above-mentioned registration for the Mark; all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

2. Assignor hereby agrees to execute all such documents and render all such assistance as may be required to transfer and, when applicable, to record the transfer of the Mark.

Executed to be effective as set forth written above.

ASSIGNOR:

Altius University, LLC

By:  _____

ASSIGNEE:

Altius Education, Inc.

By:  _____