

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
Reed Elsevier, Inc.		02/02/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	American Career College, Inc.		
Street Address:	151 Innovation Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92617-3040		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3915894	CONTEMPORARY FORUMS	
Registration Number:	3915897	CONTEMPORARY FORUMS ONLINE CE LIBRARY	
CORRESPONDENCE DATA			
Fax Number:	(202)776-4981		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202) 776-2526		
Email:	trademark@dowlohnesh.com		
Correspondent Name:	Maureen R. Nagle c/o Dow Lohnes PLLC		
Address Line 1:	1200 New Hampshire Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	19613.0006		
NAME OF SUBMITTER:	Maureen R. Nagle		

OP \$65.00 3915894

Signature:	/Maureen R. Nagle/
Date:	04/12/2012
Total Attachments: 3 source=Contemporary Forums - Executed REI Trademark Assignment (Exhibit 7.2(d)(1))(96717155_1)#page1.tif source=Contemporary Forums - Executed REI Trademark Assignment (Exhibit 7.2(d)(1))(96717155_1)#page2.tif source=Contemporary Forums - Executed REI Trademark Assignment (Exhibit 7.2(d)(1))(96717155_1)#page3.tif	

REI TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is executed and delivered as of February 2, 2012, by Reed Elsevier Inc., a Massachusetts corporation ("**Assignor**"), in favor of American Career College, Inc., a California corporation ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor owns certain common law and/or pending or registered trademarks or service marks specifically set forth in Schedule 1 hereto (the "**Assigned Marks**");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 2, 2012 (the "**Purchase Agreement**"), by and among Contemporary Forums, a California corporation, Assignor and Assignee, Assignor has agreed to assign to Assignee all of its interest in, and to execute this Assignment to enable Assignee to record the assignment of, the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration provided in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to Assignee any and all right, title, and interest of Assignor in and to the Assigned Marks and all related common law rights and all goodwill associated therewith and the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto.

2. Assignee is to hold all right, title, and interest in and to the Assigned Marks as such right, title, and interest would have been held and enjoyed by Assignor had the assignment in Section 1 not been made.

3. Assignor authorizes and requests the Commissioner for Trademarks of the United States and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Assigned Marks and to issue any trademark registrations which may be granted on any applications included in the Assigned Marks to Assignee as assignee of the entire right, title and interest therein and thereto.

4. This Assignment is valid as between the parties as of the date hereof. Assignor agrees, without additional consideration, to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee, or otherwise effectuate the purpose of this Assignment.

5. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including sections 5-1401 and 5-1402 of the New York General Obligations Law.

[Signature page follows]

REED ELSEVIER INC.

By: 

Name:

CHET BURDETT

Title:

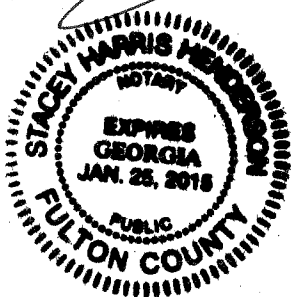
EXECUTIVE VICE PRESIDENT

STATE OF Georgia

COUNTY OF Fulton

On this 2nd day of February, 2012, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Elsevier Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]





(Signature Page to REI Trademark Assignment)

TRADEMARK
REEL: 004755 FRAME: 0331

Schedule 1 to REI Trademark Assignment

REI Assigned Marks

Mark (Profile Name)	Reg. Owner	Class(es)	Country Name	Application #	App. Date	Registration #	Reg. Date	TM Status
<p>CONTEMPORARY FORUMS and Design</p> 	Reed Elsevier Inc.	41	United States of America	77/915,777	20-Jan-10	3915894	8-Feb-11	Registered
<p>CONTEMPORARY FORUMS ONLINE CE LIBRARY and Design</p> 	Reed Elsevier Inc.	41	United States of America	77/915,898	20-Jan-10	3915897	8-Feb-11	Registered