

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/20/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K12 Inc.		06/19/2015	CORPORATION: DELAWARE
K12 Managment Inc.		06/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Safanad Education Ventures Ltd		
Street Address:	500 5th Avenue, Floor 50		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	COMPANY: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86105305	CAPED	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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>			
Phone:	2028427800		
Email:	schristoff@cooley.com, mobleysg@cooley.com		
Correspondent Name:	Susan P. Christoff, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	311456-20000		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	06/22/2015		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into by and between K 12 Inc. and K12 Management Inc., companies incorporated in Delaware (collectively, "Assignors"), and Safanad Education Ventures Ltd, a company organized under the laws of the Cayman Islands (the "Assignee") (collectively, the "Parties").

WHEREAS, Assignors and Assignee entered into a Purchase Agreement on May 20, 2014 ("Purchase Agreement") pursuant to which Assignors intended to assign to Assignee all right, title and interest in and to the "CapEd" trademark (the "CapEd Mark") and all goodwill associated therewith, together with that portion of the Assignors' ongoing and existing business to which the CapEd Mark pertained;

WHEREAS, pursuant to the Purchase Agreement, Assignors also intended to assign to Assignee all right, title and interest in and to U.S. Application No. 86105305 for the CapEd Mark ("CapEd Application"); and

WHEREAS, the Parties have entered into this Trademark Assignment Agreement as of the last date of the signatures below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties wish to confirm and record the assignment of the CapEd Mark and all goodwill associated therewith, as well as the CapEd Application, to Assignee.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement on the dates specified below.

K12 Inc.

By: _____
Name: James Rhye
Title: CFO
Dated: 6-19-2015

Safanad Education Ventures Ltd

By: _____
Name: Ziad Damroui
Title: Director
Dated: 6-22-2015

K12 Management Inc.

By: _____
Name: James Rhye
Title: President
Dated: 6-19-2015