

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConnectEdu, Inc.		06/16/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	New Market Education Partners, LLC		
Street Address:	8161 Maple Lawn Blvd		
City:	Fulton		
State/Country:	MARYLAND		
Postal Code:	20759		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4213643	CONNECTEDU	
Registration Number:	4213642	CONNECT!	
Registration Number:	3922735	EARLYIQ	
Registration Number:	3934194	EARLYIQ EARLY ALERT AND INTERVENTION	
Registration Number:	3222295	PREP HEADQUARTERS	
Registration Number:	3222294	PREPHQ	
Registration Number:	2993337	CONNECT!	
Registration Number:	4026426	PURPOSE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	8776655870		
<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:	801.799.5825		
Email:	docket@hollandhart.com		
Correspondent Name:	H. Matthew Horlacher		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	74118.0005		
NAME OF SUBMITTER:	H. Matthew Horlacher		

CH \$215.00 4213643

SIGNATURE:	/H. Matthew Horlacher/
DATE SIGNED:	09/04/2015
Total Attachments: 4 source=Assignment Trademark Intellectual Property Rights [Final] [Executed]#page1.tif source=Assignment Trademark Intellectual Property Rights [Final] [Executed]#page2.tif source=Assignment Trademark Intellectual Property Rights [Final] [Executed]#page3.tif source=Assignment Trademark Intellectual Property Rights [Final] [Executed]#page4.tif	

**ASSIGNMENT OF TRADEMARK AND
OTHER INTELLECTUAL PROPERTY RIGHTS**

THIS AGREEMENT is made as of this 16th day of June, 2014, by and among New Market Education Partners, LLC (the "Assignee"), and ConnectEdu, Inc. (the "Assignor").

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on Schedule 1 attached hereto (the "Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations, and Assignor or its predecessors in interest have adopted, have used and are using the Registered Trademarks;

WHEREAS, Assignor is the owner of the other Intellectual Property (as such term is defined in the Purchase Agreement) set forth on Schedule 1 attached hereto (the "Assigned Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 16, 2014 by and among Assignor and Assignee (the "Purchase Agreement"), Assignee has agreed to acquire (a) all of the Assignor's right, title and interest in and to the Registered Trademarks and Assigned Intellectual Property and (b) all of the Assignor's common law trademarks, service marks, trade names trade dress and other designators of origin, registered or unregistered (the "Trade Rights," and collectively with the Registered Trademarks, the "Trademarks"), and Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Assigned Intellectual Property; and

WHEREAS, the execution and delivery of this instrument is required to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to, and the use of, the Assigned Intellectual Property, the Trademarks and all renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and together with any and all claims and demands that Assignor (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Assigned Intellectual Property or the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor authorizes the Commissioner of Trademarks of the United States to record the transfer of the Registered Trademarks set forth on Schedule 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.


Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the obligations or agreements of Assignor or Assignee or any other party contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Assignor, and its successors and assigns, and shall inure to the benefit of Assignee, and its successors and assigns.

[The next page is the signature page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute and deliver this instrument as of the date first above written.

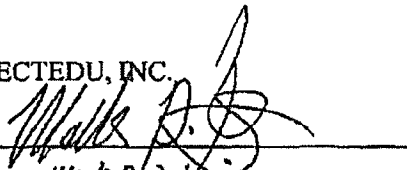
THE ASSIGNEE:

NEW MARKET EDUCATION PARTNERS, LLC

By: 
Name: *Robb Douthett*
Title: *General Partner*

THE ASSIGNOR:

CONNECTEDU, INC.

By: 
Name: *Mark D. Pechasny*
Title: *Chief Restructuring Officer*

*Signature Page to Assignment of Trademark
And Other Intellectual Property Rights*

Schedule 1

Registration No.	Mark	Filing Date	Status
4213643	CONNECTEDU	February 17, 2012	Live
4213642	CONNECT!	February 17, 2012	Live
3922735	EARLYIQ	July 1, 2010	Live
3934194	EARLYIQ EARLY ALERT AND INTERVENTION	July 1, 2010	Live
3222295	PREP HEADQUARTERS	January 9, 2007	Live
3222294	PREPHQ	January 9, 2007	Live
3276695	USCENE	September 26, 2006	Live
3459352	UPORTFOLIO	July 24, 2007	Live
3190286	UBLOG	November 2, 2006	Live
3276223	UPEERS	July 26, 2005	Live
2993337	CONNECT!	December 28, 2004	Live
4026426	PURPOSE NETWORK	March 31, 2009	Live
N/A	IT'S HOW YOU LEARN	August 24, 2011	Application Serial No. 85405757
N/A	IT'S HOW YOU LEARN	August 24, 2011	Application Serial No. 85405753
N/A	COMPLETIONPLUS	July 13, 2012	Application Serial No. 85676662

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