

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InSource Shared Services, LLC		06/07/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridgepoint Education, Inc.		
Street Address:	13500 Evening Creek Drive North		
Internal Address:	Suite 600		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3745877	WAYPOINT OUTCOMES	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<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:	714.513.5100		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Sheppard Mullin Richter & Hampton LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Terry Contreras		
SIGNATURE:	/tc/		
DATE SIGNED:	07/06/2016		
Total Attachments: 1			
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ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS (the "Assignment") is made effective as of June 7, 2016 by InSource Shared Services, LLC a Delaware limited liability company with a principal place of business at 13500 Evening Creek Drive North, Suite 600, San Diego, California 92128 ("Assignor") in favor of Bridgepoint Education, Inc., a Delaware corporation with a principal place of business at 13500 Evening Creek Drive North, Suite 600, San Diego, California 92128 ("Assignee").

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to United States trademark registration No. 3,745,877 for the mark **WAYPOINT OUTCOMES**, and all common law rights created from the use or license of such asset by Assignor, its Affiliates, and licensees (collectively, the "Rights");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Rights, together with all goodwill of the business in relation to which such Rights are used, including all rights, privileges and advantages thereto including without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past, present, and future infringements thereof. Assignor further agrees to execute any further documents and take any reasonable actions which may be required to transfer and effect a valid recordation of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the dates indicated below.

ASSIGNOR:

ASSIGNEE:

InSource Shared Services, LLC,
a Delaware limited liability company

Bridgepoint Education, Inc.
a Delaware corporation

By: *Diane L. Thompson*
Name: DIANE L. THOMPSON
Date: 6/7/16

By: *Chris Henn*
Name: Chris Henn
Date: 6/7/16