

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iowa College Acquisition, LLC		07/10/2018	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	Purdue University Global, Inc.		
Doing Business As:	Purdue Global		
Street Address:	9000 Keystone Crossing		
Internal Address:	Suite 800		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5449433	EXCELTRACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-385-1246		
Email:	TrademarkDocketChica@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	444 West Lake Street		
Address Line 2:	Suite 900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Ashley Pomonis		
SIGNATURE:	/Ashley Pomonis/		
DATE SIGNED:	08/23/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 10, 2018, (the "**Effective Date**") is made by and between Iowa College Acquisition, LLC ("**Assignor**"), a Delaware limited liability company, located at 550 West Van Buren St., Suite 600, Chicago, Illinois 60607 and Purdue University Global, Inc., d/b/a Purdue Global ("**Assignee**"), an Indiana nonprofit, public benefit corporation and post-secondary SEI Affiliated Educational Institution, as defined in Indiana Code § 21-27-10, located at 9000 Keystone Crossing, #800, Indianapolis, Indiana 46240 in connection with the transfer of certain assets of Assignor to Assignee.

WHEREAS, Assignor intends to convey, transfer and assign to Assignee certain trademarks of Assignor as of the Effective Date, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal, and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's worldwide right, title and interest in and to the trademarks set out in **Schedule 1** (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and all causes of action for the infringement of the Assigned Trademarks.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.
3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:
 - (a) All required filings and fees related to the trademark registrations and applications listed on **Schedule 1** hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.
 - (b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.
4. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Assigned Trademarks, and has not granted any rights or interests in the Assigned Trademarks to any other person or entity, or otherwise encumbered the Assigned Trademarks in any manner; (ii) it has authority to enter into this Agreement and fully perform all of its obligations hereunder; and (iii) the statements made in the applications for trademark registration of the Assigned Trademarks are true and correct; and (iv) there is no claim or, to its knowledge, threatened claim, that the Assigned Trademarks infringes, violates or breaches the rights of any other person.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic submission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first written above.

ASSIGNOR:

IOWA COLLEGE ACQUISITION, LLC

By: *Ashley Pomonis*
Name: *Ashley Pomonis*
Title: *Assistant Secretary*

ASSIGNEE:

PURDUE UNIVERSITY GLOBAL, INC.

By: *Chayman Aude*
Name: *Chayman Aude*
Title: *CF*

Schedule A

Mark	Class	Goods & Services	Country	Status	Application #	Registration #
EXCEL TRACK	41	Educational services, namely, providing courses of instruction at the post-secondary level; educational services, namely, providing courses of instruction at the post-secondary level to student to earn academic credit toward post-secondary degrees and certificates.	U.S.A.	Registered	87/265427	549433

TRADEMARK

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RECORDED: 08/23/2018