

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXT TIER EDUCATION, INC.		11/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FOLLETT SCHOOL SOLUTIONS, INC.		
Street Address:	3 Westbrook Corporate Center (Tower Three)		
Internal Address:	Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60514		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5084666	NEXTTIER EDUCATION	
Registration Number:	5084668	NEXTTIER EDUCATION	
Registration Number:	5084688	NEXTTIER	
Registration Number:	4870822		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216.586.3939		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Daniel Puljic / JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	547005-605025		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	12/13/2018		

CH \$115.00 5084666

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on November 19, 2018, by and between NEXT TIER EDUCATION, INC., a Delaware corporation ("*Assignor*"), and FOLLETT SCHOOL SOLUTIONS, INC., a Delaware corporation ("*Assignee*"), pursuant to an Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and among Assignor, Assignee, and the Shareholders (as defined therein). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on Schedule A hereto or that otherwise constitute an "Acquired Asset" under the Purchase Agreement (the "*Marks*") and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following:
 - a) The Marks;
 - b) All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
5. Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Seller contained therein. Assignor

hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

7. This Assignment will be construed and interpreted according to the Laws of the State of Delaware, excluding any choice of law rules that may direct the application of the Laws of another jurisdiction. This Assignment will be construed and interpreted in accordance with the English language only, which language will be controlling in all respects. No translation, if any, of this Assignment will have any force or effect in the interpretation hereof or in the determination of the intent of the parties hereunder. Each party hereto (a) stipulates that any dispute or disagreement between the parties as to the interpretation of any provision of, or the performance of obligations under, this Assignment will be commenced and prosecuted in its entirety exclusively in, and consents to the exclusive jurisdiction and proper venue of, any state or federal court located within the City of Wilmington, Delaware, (b) consents to personal and subject matter jurisdiction and venue in such courts, (c) waives and relinquishes all right to object to the suitability or convenience of such venue or forum by reason of their present or future domiciles or by any other reason, and (d) agrees that it will not bring any action relating to this Assignment or any of the transactions contemplated by this Assignment in any court or tribunal other than the aforesaid courts. The parties hereto acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each party waives its rights to a trial by jury with respect to any legal proceeding arising out of or relating to this Assignment or the transactions contemplated hereby
8. Section 8.3, Sections 8.5 through 8.7 and Sections 8.9, 8.10, 8.12 and 8.13 of the Purchase Agreement shall apply to this Assignment, *mutatis mutandis*, as if set forth herein.

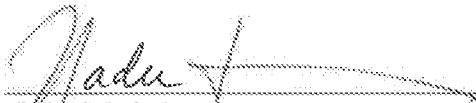
[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

NEXT TIER EDUCATION, INC., as Assignor


By: _____
Name: Justin Shiffman
Title: Chief Executive Officer

FOLLETT SCHOOL SOLUTIONS, INC., as Assignee

By: 
Name: Nader M. Qaimari
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

NEXT TIER EDUCATION, INC., as Assignor

By: 
Name: Justin Shiffman
Title: Chief Executive Officer


FOLLETT SCHOOL SOLUTIONS, INC., as Assignee

By: _____
Name: Nader M. Qaimari
Title: President

[Signature Page to Follett Next Tier Trademark Assignment]

**TRADEMARK
REEL: 006499 FRAME: 0874**

SCHEDULE A

COUNTRY	MARK	FILING DATE	REGISTRATION DATE	REGISTRATION NO.	OWNER
US	NextTier Education	4/22/2015	11/22/2016	5,084,666	Next Tier Education Inc.
US	NextTier Education (with colors)	4/23/2015	11/22/2016	5,084,668	Next Tier Education Inc.
US	NextTier	6/8/2015	11/22/2016	5,084,688	Next Tier Education Inc.
US	Graduation Cap Design 	6/8/2015	12/15/2015	4,870,822	Next Tier Education Inc.