

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dream Center Education Holdings, LLC		01/07/2019	Not-for-profit Limited Liability Company: ARIZONA
Dream Center Education Management, LLC		01/07/2019	Not-for-profit Limited Liability Company: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Dream Center Argosy University of California, LLC
<b>Street Address:</b>	601 S. Lewis Street
<b>City:</b>	Orange
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92868
<b>Entity Type:</b>	Not-for-profit Limited Liability Company: CALIFORNIA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	4345386	ARGOSY UNIVERSITY
Registration Number:	2719073	ARGOSY UNIVERSITY
Registration Number:	3076348	THE ART INSTITUTE OF CALIFORNIA
Registration Number:	3487096	
Registration Number:	4208001	ARIZONA SCHOOL OF PROFESSIONAL PSYCHOLOG
Registration Number:	5099110	CARE. LEARN. LIVE.
Registration Number:	4208002	FLORIDA SCHOOL OF PROFESSIONAL PSYCHOLOG
Registration Number:	4211786	GEORGIA SCHOOL OF PROFESSIONAL PSYCHOLOG
Registration Number:	4207987	HAWAII SCHOOL OF PROFESSIONAL PSYCHOLOGY
Registration Number:	4208000	ILLINOIS SCHOOL OF PROFESSIONAL PSYCHOLO
Registration Number:	4211785	MINNESOTA SCHOOL OF PROFESSIONAL PSYCHOL
Registration Number:	4612655	
Registration Number:	4612658	
Registration Number:	4612659	
Registration Number:	4612657	
Registration Number:	4612652	
Registration Number:	4612653	

CH \$615.00 4345386

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4612656	
Registration Number:	4612660	
Registration Number:	4612651	
Registration Number:	4612654	
Registration Number:	2655861	SOCRATES DISTANCE LEARNING TECHNOLOGIES
Registration Number:	4211778	TEXAS SCHOOL OF PROFESSIONAL PSYCHOLOGY
Registration Number:	4207986	WASHINGTON SCHOOL OF PROFESSIONAL PSYCHO

**CORRESPONDENCE DATA**

**Fax Number:** 2027785299  
*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.*  
**Phone:** 202.662.5299  
**Email:** trademarks@cov.com  
**Correspondent Name:** Kathleen Gallagher-Duff  
**Address Line 1:** One CityCenter, 850 Tenth Street NW  
**Address Line 2:** Covington & Burling LLP  
**Address Line 4:** Washington, D.C. 20001

<b>ATTORNEY DOCKET NUMBER:</b>	033619.00009
<b>NAME OF SUBMITTER:</b>	Kathleen Gallagher-Duff
<b>SIGNATURE:</b>	/KathleenGallagher-Duff/
<b>DATE SIGNED:</b>	01/11/2019

**Total Attachments: 34**  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Dream Center Education Holdings, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Not-For-Profit Limited Liability Company

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 7, 2019

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Dream Center Argosy University of California, LLC

Street Address: 601 S. Lewis Street

City: Orange

State: CA

Country: USA                      Zip: 92868

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Not-for-profit limited liability company Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)  
4345386, 2719073, 3076348, 3487096, 4208001, 5099110, 4208002, 4211786, 4207987, 4208000, 4211785,

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kathleen Gallagher-Duff

Internal Address: Covington & Burling LLP

Street Address: One CityCenter, 850 Tenth Street NW

City: Washington

State: DC                      Zip: 20001

Phone Number: 202.662.5299

Docket Number: 033619.00009

Email Address: trademarks@cov.com

### 6. Total number of applications and registrations involved:

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41)      \$615

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number 033412

Authorized User Name Miranda Horan

9. Signature: /KathleenGallagher-Duff/

01/11/2019

Signature

Date

Kathleen Gallagher-Duff

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Name of Conveying Parties (continued):

Dream Center Education Management, LLC  
Not-for-profit Limited Liability Company  
Citizenship: Arizona

Trademark Reg. Nos. Continued: 4612655, 4612658, 4612659, 4612657, 4612652, 4612653,  
4612656, 4612660, 4612651, 4612654, 2655861, 4211778, 4207986

## IP ASSIGNMENT

This IP ASSIGNMENT (the “Assignment”) is made and entered into as of January 7, 2019 (the “Effective Date”) by and among DREAM CENTER ARGOSY UNIVERSITY OF CALIFORNIA, LLC, a California not-for-profit limited liability company (“Argosy”) on the one hand, and DREAM CENTER EDUCATION HOLDINGS, LLC, an Arizona not-for-profit limited liability company (“DCEH”) and DREAM CENTER EDUCATION MANAGEMENT, LLC, an Arizona not-for-profit limited liability company (“DCEM” and together with DCEH the “Dream Parties”) on the other hand. Each of Argosy and the Dream Parties may be referred to herein individually as a “Party” and collectively as the “Parties”.

**WHEREAS**, the Parties entered into a Framework Agreement between the Parties and certain other entities dated December 22, 2018, which the Parties and certain other entities amended and restated as of the Effective Date (the “Amended and Restated Framework Agreement”);

**WHEREAS**, the Dream Parties currently own certain Intellectual Property Rights that are used by certain university systems operated by Argosy (the “Argosy University System”) and the Parties desire that such Intellectual Property Rights be assigned to Argosy; and

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and understandings contained herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Amended and Restated Framework Agreement.

(a) “Affiliate” means, with respect to any Person, any other Person directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such other Person. For purposes of the immediately preceding sentence, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(a) “Business” means the business of the Argosy University System as it is currently conducted.

(b) “Curricular Know-How” means all know-how, information and trade secrets that is reasonably necessary, sufficient or helpful to enable the Argosy University System or their designees to Use (as defined below) the Curricular Materials developed before the Effective Date.

(c) “Curricular Materials” means all (a) educational materials, media and tools and (b) other resources that provide educational, curriculum, instructional and research experiences for students, in each case ((a) and (b)) in whatever format (including written, verbal, electronic, auditory, visual, tactile or otherwise) and developed before the Effective Date, that

are used in, held for use in, or necessary for the operation of the Business, and including the following: lesson plans and planning materials; syllabi; textbooks; know-how; workbooks; manipulatives; charts; graphs; pictorials; posters; learning standards or objectives; lesson objectives; assignments and projects given to students; books, materials, videos, presentations, and readings used in a course; and the tests, assessments, and other methods used to evaluate student learning.

(d) “Governmental Authority” means any government, any governmental or regulatory entity or body, department, commission, board, agency or instrumentality, and any court, tribunal or judicial body, in each case whether federal, state, county, provincial, and whether local or foreign.

(e) “Intellectual Property Rights” means any and all of the following in any jurisdiction throughout the world: (i) all inventions (whether or not patentable or reduced to practice), patents, patent applications and patent disclosures as well as any reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof (collectively, “Inventions”), (ii) trademarks, service marks, trade dress, trade names, slogans, designs, logos, internet domain names, corporate names and all other indicia of origin (and all translations, adaptations, derivations, and combinations of the foregoing), together with all of the goodwill associated with the foregoing (collectively, “Marks”), (iii) all copyrights and other works of authorship, mask works and moral rights, (collectively, “Copyrights”) (iv) registrations, applications and renewals for any of the foregoing (as applicable), (v) computer software (including source code and object code), data, data bases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions, know-how, manufacturing and production and other processes, techniques and methods, research and development information, drawings, specifications, designs, plans, proposals, technical data, business and marketing plans and customer and supplier lists and related information), (collectively, “Trade Secrets”), (vii) all other intellectual property and proprietary rights and (viii) all tangible embodiments of the foregoing (in whatever form or medium).

(f) “Person” means an individual, corporation, partnership, association, limited liability company, trust, estate or other similar business entity or organization, including a Governmental Authority.

2. Assignment. The Dream Parties hereby (on behalf of themselves and their Affiliates) absolutely and irrevocably sell, transfer, assign, convey, and deliver to Argosy, and Argosy (on behalf of itself and the Argosy University System) hereby accepts, all right, title and interest in and to:

(a) the (i) Marks (including the domain names) and social media accounts set forth on Schedule A, and any other Marks or social media accounts that are or were used in, held for use in, or necessary for the operation of the Business, and (ii) all applications, registrations, issuances, renewals, and extensions which are or may be secured under applicable law for any of the foregoing items in (i), ((i) and (ii), the “Argosy Transferred Marks”), including for the avoidance of doubt all goodwill of the Business connected with the use of, and symbolized by, such Argosy Transferred Marks, but excluding, for the avoidance of doubt, any and all rights to the words “Dream Center” (except that it is recognized that Argosy may make some use of these



words as part of its transition away from the Dream Parties' involvement in the Argosy University System provided that such use is consistent with past use prior to the Effective Date);

(b) all (i) Copyrights, (ii) copyright registrations, (iii) applications for copyright registration, (iv) exclusive copyright licenses, and (v) copyrightable works in each case that are or were used in, held for use in, or necessary for the operation of the Business ((i)-(v), the "Argosy Transferred Copyrights"), including those set forth on Schedule B and those contained in the Curricular Materials;

(c) All Trade Secrets that are or were used in, held for use in, or necessary for the operation of the Business (the "Argosy Transferred Trade Secrets"), including all Curricular Know-How;

(d) All Inventions that are or were used in, held for use in, or necessary for the operation of the Business, including those set forth on Schedule C;

(e) Any other Intellectual Property Rights that are or were used in, held for use in, or necessary for the operation of the Business (including everything set forth on Schedule E, attached hereto and incorporated herein by reference), but excluding (i) all Shared IT Systems (as defined in the Amended and Restated Framework Agreement), for avoidance of doubt, (ii) any computer software constituting Shared IT Systems that is licensed by the Dream Parties from third parties which are not Affiliates of the Dream Parties, and, for the avoidance of doubt, (iii) any and all rights to the words "Dream Center";

(f) Any common law rights or other rights of any kind whatsoever accruing under the Argosy Transferred Marks, the Argosy Transferred Copyrights, or other Intellectual Property Rights transferred pursuant to Sections 2(a)-(e), provided in each case by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing in Sections 2(a)-(f);

(h) any and all claims and causes of action with respect to any of the foregoing in Sections 2(a)-(g), whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief, to collect, or otherwise recover, any such damages, and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceedings in connection with any of the foregoing in Sections 2(a)-(g), (all of the foregoing in Sections 2(a)-(h), "Argosy Transferred IP"). For avoidance of doubt, Argosy Transferred IP shall not include Shared IT Systems, all of which is listed in Schedules 2.19(a) to the Amended and Restated Framework Agreement.

3. Intent to Use. With respect to any Argosy Transferred Marks that are the subject of intent-to-use applications, Argosy represents, warrants and covenants that Argosy and its Affiliates are the successors to the Business and that such Business is ongoing and existing.

4. Representations and Warranties. The Dream Parties represent and warrant that the Argosy Transferred IP is free and clear of all Liens, except those Liens created pursuant to that certain Senior Secured Credit and Guaranty Agreement, dated as of October 17, 2017, by and among The Dream Center Foundation, the Dream Parties, The Arts Institutes International, LLC, Dream Center South University, LLC, Argosy, and certain subsidiaries of such entities as guarantors, certain lenders and U.S. Bank National Association, as administrative agent and collateral agent, as the same may be amended or modified. Except as set forth on Schedule D, the Dream Parties are not aware of any reason why the Argosy Transferred IP cannot be assigned to Argosy. To the extent any of the Argosy Transferred IP cannot, as of the Effective Date, be assigned under applicable law pursuant to this Assignment, (a) the Dream Parties shall not (and will ensure that each of their Affiliates do not) sell, transfer, assign, convey, or deliver to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Argosy Transferred IP) unassignable Argosy Transferred IP or otherwise dispute or challenge Argosy's or its assignees' sale, transfer, assignment, conveyance, delivery, registration or use of such unassignable Argosy Transferred IP; and (b) the Dream Parties, on behalf of themselves and their respective Affiliates, hereby grant Argosy an exclusive (except with respect only to the grant-back license provided in the License Agreement), royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, and, to the extent the Dream Parties or their Affiliates hold such rights in the unassignable IP, to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, practice, transmit, make, use, offer to sell, sell, import, and otherwise exploit ("Use") such unassignable Argosy Transferred IP. To the extent any of the Argosy Transferred IP cannot, as of the Effective Date, be assigned or licensed under applicable law pursuant to this Assignment, then the Dream Parties, on behalf of themselves and their respective Affiliates, hereby to the maximum extent permitted by law irrevocably waive and agree never to assert the unassignable and non-licensable rights, title and interest against Argosy or the Argosy University System or any of the Argosy's Affiliates, successors in interest, or customers or other designees (including, without limitation, any moral rights). In the event any such unassignable Argosy Transferred IP is subsequently assignable, the Dream Parties shall promptly take all necessary action (and shall cause each of their Affiliates to take all necessary action) to assign such Argosy Transferred IP to Argosy.

5. Recordation; Further Assurances. The Dream Parties hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Argosy. The Dream Parties further agree that they will (and will cause each of their Affiliates to) promptly execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Argosy lawfully may request from time to time, to perfect and vest title in the Argosy Transferred IP in Argosy, or Argosy's successors and assigns, provided that all reasonable and necessary out of pocket expenses associated with any of the foregoing actions shall be borne by Argosy. Upon Argosy's request, the Dream Parties will, and will ensure that their Affiliates and each of their respective employees, agents, subcontractors and contractors will, as soon as practicable, provide to Argosy (or the Argosy University Systems) a copy of all of the Curricular Materials and an embodiment of all of the Curricular Know-How, and an embodiment of any other Argosy Transferred IP, in a reasonable format requested by Argosy or the Argosy University System, as

necessary to enable Argosy and the Argosy University System to fully Use the Argosy Transferred IP. The Dream Parties shall provide (and shall cause their Affiliates to provide) training on all Uses which the Dream Parties or any of their Affiliates have made of the Argosy Transferred IP at such reasonable times and locations as Argosy and the Argosy University System reasonably request so that Argosy and the Argosy University System and their designees are sufficiently informed and instructed on how to make Use of the Argosy Transferred IP.

6. Domain Name Assignment; Administrative Rights. Promptly following the Effective Date, the Dream Parties shall (and shall, if necessary, cause their Affiliates to), at Argosy's cost and expense, deliver to the domain name registrar of each domain name set forth on Schedule A hereto such duly and validly executed documents and instruments, or take such other actions, as may be required by such registrar to designate Argosy, or its designees, as the sole administrative contact and technical contact with respect to such domain name. As soon as reasonably practicable, the Dream Parties will ensure that Argosy and its designees have full and unencumbered access to and administrative rights with respect to all the social media accounts including in the Argosy Transferred IP, and that, until such time as such access to and administrator rights have been conveyed, the Dream Parties' personnel will work closely with Argosy's or its designee's personnel to ensure that Argosy has the ability to implement any marketing strategies involving such social media accounts.

7. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) This Assignment, and all proceedings or counterclaims (whether based on contract, tort or otherwise) arising out of or relating to this Assignment or the actions of the Parties hereto in the negotiation, administration, performance and enforcement hereof, shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(b) Each of the Parties hereto submits to the exclusive jurisdiction and venue of the Delaware Chancery Courts located in Wilmington, Delaware, or, if such court shall not have jurisdiction, any state or federal court sitting in Wilmington, Delaware, in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceedings may be heard and determined in any such court and hereby expressly submits to the personal jurisdiction and venue of such court for the purposes hereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each of the Parties hereto hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to its address set forth in Section 8.2 of the Amended and Restated Framework Agreement, such service to become effective ten (10) days after such mailing.

(c) EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, OR ANY COURSE

OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO.

8. Assignment. Neither Party will assign (by operation of law or otherwise) any right or obligation under this Assignment without the other Party's prior written consent; *provided, however*, that the foregoing restriction shall not limit the sublicense, assignment, or other transferability of specific rights and licenses granted to Argosy and the Argosy University System as expressly stated in this Assignment. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Assignment will be binding upon and will inure to the benefit of the Parties' respective successors and permitted assigns, including any change pursuant to the proposed restructure that would result in a new branch/main designation and a new Office of Postsecondary Education Identification number (OPEID). Notwithstanding the foregoing, (a) in the event that Argosy establishes an Affiliate that would benefit from the Argosy Transferred IP hereunder, Argosy may assign this Assignment to such Affiliate or Subsidiary, (b) Argosy may assign this Assignment as collateral to its financing sources and (c) Argosy may assign this Assignment in connection with a Change of Control of Argosy or any of its Affiliates.

9. Authorization. Each Party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party, it being understood that all Parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by E-mail of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

11. Obligations. All obligations of each of the Dream Parties under this Assignment are joint and several. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12. Rules of Construction. Unless otherwise indicated, the words "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation" and unless the context requires otherwise, "or" shall be construed in the inclusive sense (to mean "and/or").

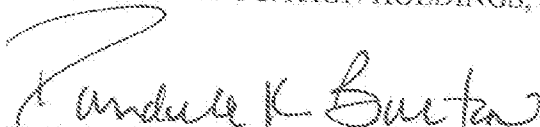
13. Third Party Beneficiaries. The Affiliates of Argosy Education Group, LLC that operate the Argosy University System is a third party beneficiary of this Assignment.

14. Schedules. Within five (5) business days of the Effective Date either Party may provide to the other Party proposed corrections to any of the Schedules to this Assignment, with supporting documentation. The other Party will be under no obligation to accept such proposal unless it is clear from the supporting documentation that the Schedule contains an error. In the event of any disagreement concerning any proposed corrections, the disagreement shall be escalated for resolution between a Studio executive and a DCEH executive. If the disagreement cannot be resolved the Schedule will remain unchanged. Any agreed corrections will be documented in an amended Assignment.

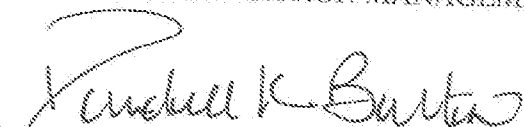
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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers, as of the date listed above.

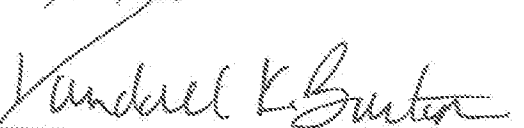
DREAM CENTER EDUCATION HOLDINGS, LLC

By:   
Name: RANDALL K. BARTON  
Title: Chairman & CEO

DREAM CENTER EDUCATION MANAGEMENT, LLC

By:   
Name: RANDALL K. BARTON  
Title: Manager

DREAM CENTER ARGOSY UNIVERSITY OF CALIFORNIA, LLC

By:   
Name: RANDALL K. BARTON  
Title: Manager

*[Signature Page to IP Assignment]*

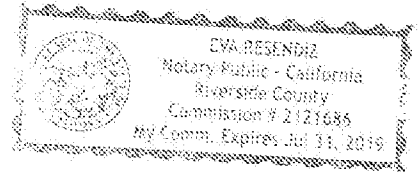
TRADEMARK

REEL: 006522 FRAME: 0973

State of Calif )  
County of Riverside ) ss.

On this 3 day of January, 2019, before me appeared Randall K. Barton, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of DREAM CENTER EDUCATION HOLDINGS, LLC with authority to do so.

Eva R (Notary Public)

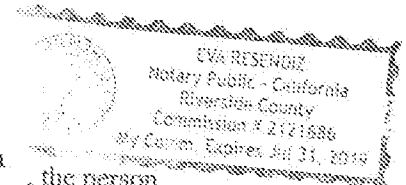
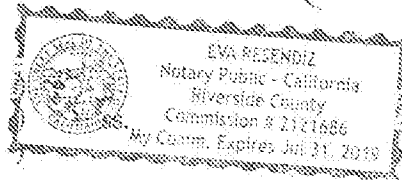


State of Calif )  
County of Riverside ) ss.

On this 3 day of January, 2019, before me appeared Randall K. Barton, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of DREAM CENTER EDUCATION MANAGEMENT, LLC with authority to do so.

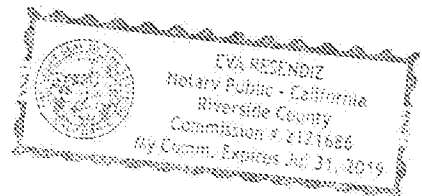
Eva R (Notary Public)

State of Calif )  
County of Riverside )



On this 3 day of January, 2019, before me appeared Randall K. Barton, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of DREAM CENTER ARGOSY UNIVERSITY OF CALIFORNIA, LLC with authority to do so.

Eva R (Notary Public)



[Signature Page to IP Assignment]

TRADEMARK

REEL: 006522 FRAME: 0974

**SCHEDULE A**


Marks & Domain Names

**(i) Registered Intellectual Property Rights**



\* Registered owner as it appears on the relevant registry, but currently owned by DCEH in all cases.


	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
US	ARGOSY UNIVERSITY  <b>Disclaims:</b> "UNIVERSITY"	<b>Goods and Services:</b> INT. CL. 36 COLLEGE CONSULTING SERVICES, NAMELY, ASSISTING STUDENTS IN APPLYING FOR SCHOLARSHIPS AND FINANCIAL AID; PROCESSING AND DISBURSEMENT OF SCHOLARSHIPS AND FINANCIAL AID; PROVIDING INFORMATION REGARDING THE FINANCING OF EDUCATION; PROVIDING FINANCIAL AID AND EXTENDING CREDIT TO STUDENTS <b>First Used:</b> 06-SEP- 2001 (IC 36) <b>In Commerce:</b> 06- SEP-2001	<b>App</b> 18-APR- 2012 <b>App</b> 85601915	<b>Reg</b> 04- JUN-2013 <b>Reg</b> 4345386	Dream Center Education Holdings, LLC	Registered






	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
US	ARGOSY UNIVERSITY  <b>Disclaims:</b> "UNIVERSITY"	<b>Goods and Services:</b> INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, PROVIDING COURSES OF INSTRUCTION AT THE POSTSECONDARY LEVEL  <b>First Used:</b> 01-SEP- 2001 (IC 41)  <b>In Commerce:</b> 01- SEP-2001	<b>App</b> 25-JUN- 2002  <b>App</b> 76425388	<b>Reg</b> 27- MAY-2003  <b>Reg</b> 2719073	Dream Center Education Holdings, LLC	Renewed (Registered)
US	THE ART INSTITUTE OF CALIFORNIA    <b>Disclaims:</b> "ART INSTITUTE"	<b>Goods and Services:</b> INT. CL. 41 EDUCATIONAL SERVICES, NAMELY, PROVIDING COURSES OF INSTRUCTION AT THE POSTSECONDARY LEVEL  <b>FIRST USE:</b> <b>20000300.</b>  <b>FIRST USE IN COMMERCE:</b> <b>20000300</b>	<b>App</b> 17-MAR- 2005  <b>App</b> 78589089	<b>Reg</b> 04- APR-2006  <b>Reg</b> 3076348	Dream Center Education Holdings, LLC	Renewed (Registered) Section 2(F)
Arizona	ARGOSY UNIVERSITY/P HOENIX	<b>Goods and Services:</b> Educational services  <b>First Use in State:</b> 19- JUN-2001		<b>Reg</b> 28- JUN-2006  <b>Reg</b> 375838	Argosy Education Group, Inc. Corporation	Registered (AZ)
Arizona	ARGOSY UNIVERSITY	<b>Goods and Services:</b> Educational services		<b>Reg</b> 28- JUN-2006	Argosy Education	Renewed (AZ)

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		<b>First Use in State:</b> 19-JUN-2001		<b>Reg</b> 375839	Group, Inc. Corporation	
Arizona	ARGOSY UNIVERSITY / CHICAGO	<b>Goods and Services:</b> Educational services <b>First Use in State:</b> 01-SEP-2005		<b>Reg</b> 07-SEP-2005 <b>Reg</b> 352639	Argosy Education Group, Inc. Foreign Corp.	Registered (AZ)
China	ARGOSY UNIVERSITY	<b>Subclass Description:</b> 1605 Office paper requisites, paper products for daily life 1606 Printings, publishings 1607 Photographs, pictures, paintings 1611 Office requisites (not include pens, inks and glues) 1614 Pens 1615 Adhesives and tapes for stationery or household purposes 1618 Typewriters, duplicators, printing machines; their accessories (include printers type, printing blocks) 1619 Teaching tools (not include apparatus used in laboratories) <b>Goods and Services</b> <b>Computerised</b> <b>Translation:</b> Printed matter; stationery; stationery	<b>App</b> 31-JUL- 2013 <b>App</b> 13004831	<b>Reg</b> 28- DEC-2016 <b>Reg</b> 13004831	Dream Center Education Co., Ltd.	Registered <b>Exp</b> 27-DEC- 2026

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		or household adhesives; printing type; printing promotional materials and information on education; photographs (printed); brush; teaching material (except apparatus); teaching model of the specimen				
China		<b>Subclass Description:</b> 4101 Education 4104 Publishing service 4105 Amusement and sports service <b>Goods and Services</b> <b>Computerised Translation:</b> Education; providing of training; providing on-line electronic publications (not download); entertainment; sports activities; textbooks, manuals and online book publishing	<b>App</b> 31-JUL-2013 <b>App</b> 13004830	<b>Reg</b> 21-FEB-2015 <b>Reg</b> 13004830	Dream Center Education Co., Ltd.	Registered <b>Exp</b> 20-FEB-2025
China		<b>Subclass Description:</b> 1802 Goods made of leathers and imitation include in other classes, suitcases and products for daily use <b>Goods and Services</b> <b>Computerised Translation:</b> Student Book bag; bag;	<b>App</b> 29-JAN-2003 <b>App</b> 3451816	<b>Reg</b> 28-JAN-2005 <b>Reg</b> 3451816	Dream Center Education Co., Ltd.	Registered <b>Exp</b> 27-JAN-2025

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		backpack; bag; handbags; briefcase; rucksack; key box (leather); folders (leather)				
China		<b>Subclass Description:</b> 4101 Education 4102 Arranging and conducting service of events 4104 Publishing service <b>Goods and Services</b> <b>Computerised</b> <b>Translation:</b> School (education); correspondence courses; physical education; education; training; teaching; lectures; education information; educational assessment; practical training (demonstration); career guidance (education or training consultant); colloquium organized manner; arrangements and organizations meetings; arrangements and organizations of the General Assembly; organizing cultural or educational exhibitions; arrangement and	<b>App</b> 29-JAN- 2003  <b>App</b> 3451813	<b>Reg</b> 21- JUN-2004  <b>Reg</b> 3451813	Dream Center Education Co., Ltd.	Registered <b>Exp</b> 20-JUN- 2024

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		organization of training courses; Publishing (advertising volumes excluded); textbook publishing (non-advertising material); book publishing; publication of electronic books and magazines online; electronic desktop publishing ; providing online electronic publications (non-download)				
China		<b>Subclass Description:</b> 1403 Jewellery, diamond, precious stones and souvenirs made of precious metal <b>Goods and Services</b> <b>Computerised Translation:</b> Tie clip; medals; decorative pins; hat ornaments (of precious metals); pins (jewelery); tie clip (tie brooches); tie pins; key rings (trinkets or short chain accessories)	<b>App</b> 29-JAN-2003 <b>App</b> 3451818	<b>Reg</b> 28-AUG-2004 <b>Reg</b> 3451818	Dream Center Education Co., Ltd.	Registered <b>Exp</b> 27-AUG-2024
China		<b>Subclass Description:</b> 2102 Glass dishes (not belong to other classes) 2103 Porcelains and earthenwares (except for tea sets and liqueur sets) <b>Goods and Services</b>	<b>App</b> 29-JAN-2003 <b>App</b> 3451815	<b>Reg</b> 14-DEC-2004 <b>Reg</b> 3451815	Dream Center Education Co., Ltd.	Registered <b>Exp</b> 13-DEC-2024

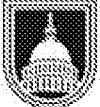

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		<b>Computerised Translation:</b> Household glassware (including cups, plates, pots, cylinder); daily porcelain (including pots, bowls, plates, pots, cutlery, cylinder, altar, cans); household pottery (including pots, bowls, plates, tanks, altar, pots, casseroles, pots, stoneware dinnerware); glass (container)				
China		<b>Subclass Description:</b> Printings, publishings Office requisites (not include pens, inks and glues) Pens Teaching tools (not include apparatus used in laboratories) <b>Goods and Services</b> <b>Computerised Translation:</b> Printed timetables; printed publications; Manual; periodicals; magazines (periodicals); office folder; folders (stationery); folders (office supplies); paperweight; stationery; school supplies (stationery); Writing Instruments ;	<b>App</b> 29-JAN-2003 <b>App</b> 3451817	<b>Reg</b> 14-NOV-2005 <b>Reg</b> 3451817	Education Management II LLC	Registered <b>Exp</b> 13-NOV-2025







	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		teaching material (except apparatus)				
China	<b>ARGSY UNIVERSITY</b>  	<b>Subclass Description:</b> Clothing Headgear <b>Goods and Services</b> <b>Computerised Translation:</b> Clothing; jackets; T-shirts; sweatshirts; T-shirts; hat (head)	<b>App</b> 29-JAN-2003 <b>App</b> 3451814	<b>Reg</b> 14-JAN-2005 <b>Reg</b> 3451814	Education Management II LLC	Registered <b>Exp</b> 13-JAN-2025
India		<b>Goods and Services:</b> <b>16 PRINTED MATTER;</b> <b>INSTRUCTIONAL AND TEACHING MATERIAL;</b> <b>PRINTED INFORMATION AND PROMOTIONAL MATERIAL REGARDING EDUCATION, IN CLASS 16.</b> <b>41 EDUCATION SERVICES, IN CLASS 41.</b>	<b>App</b> 17-AUG-2011 <b>App</b> 2191615		Education Management II LLC	Registered <b>Exp</b> 17-AUG-2021
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Educational services, namely, providing courses of instruction at the postsecondary level	<b>App</b> 23-APR-2007 <b>App</b> 77162731	<b>Reg</b> 19-AUG-2008 <b>Reg</b> 3487096	Dream Center Education Holdings, LLC	REGISTERED
US	ARIZONA SCHOOL OF PROFESSIONAL	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering	<b>App</b> 17-OCT-2011 <b>App</b> 85448980	<b>Reg</b> 11-SEP-2012 <b>Reg</b>	Dream Center Education Holdings,	REGISTERED



	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
	PSYCHOLOG Y  <small>ARIZONA SCHOOL OF PROFESSIONAL PSYCHOLOGY</small>  <b>Disclaims:</b> "SCHOOL OF PROFESSION AL PSYCHOLOG Y"	courses of instruction at the post-secondary level		4208001	LLC	
US	CARE. LEARN. LIVE.  <small>CARE. LEARN. LIVE.</small>	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 10-MAR- 2016 <b>App</b> 86935682	<b>Reg</b> 13- DEC-2016 <b>Reg</b> 5099110	Dream Center Education Holdings, LLC	REGISTER ED
US	FLORIDA SCHOOL OF PROFESSION AL PSYCHOLOG Y  <small>FLORIDA SCHOOL OF PROFESSIONAL PSYCHOLOGY</small>  <b>Disclaims:</b> "SCHOOL OF PROFESSION AL PSYCHOLOG Y"	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering courses of instruction at the post-secondary level	<b>App</b> 17-OCT- 2011 <b>App</b> 85449007	<b>Reg</b> 11- SEP-2012 <b>Reg</b> 4208002	Dream Center Education Holdings, LLC	REGISTER ED
US	GEORGIA SCHOOL OF PROFESSION AL	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering	<b>App</b> 17-OCT- 2011 <b>App</b> 85448996	<b>Reg</b> 18- SEP-2012 <b>Reg</b> 4211786	Dream Center Education Holdings,	REGISTER ED


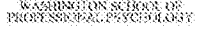


	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
	PSYCHOLOG Y  <small>GEORGIA SCHOOL OF PROFESSIONAL PSYCHOLOGY</small>  <b>Disclaims:</b> "SCHOOL OF PROFESSION AL PSYCHOLOG Y"	courses of instruction at the post-secondary level			LLC	
US	HAWAII SCHOOL OF PROFESSION AL PSYCHOLOG Y  <small>HAWAII SCHOOL OF PROFESSIONAL PSYCHOLOGY</small>  <b>Disclaims:</b> "SCHOOL OF PROFESSION AL PSYCHOLOG Y"	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering courses of instruction at the post-secondary level	<b>App</b> 07-OCT- 2011  <b>App</b> 85442299	<b>Reg</b> 11- SEP-2012  <b>Reg</b> 4207987	Dream Center Education Holdings, LLC	REGISTER ED
US	ILLINOIS SCHOOL OF PROFESSION AL PSYCHOLOG Y  <small>ILLINOIS SCHOOL OF PROFESSIONAL PSYCHOLOGY</small>	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering courses of instruction at the post-secondary level	<b>App</b> 17-OCT- 2011  <b>App</b> 85448949	<b>Reg</b> 11- SEP-2012  <b>Reg</b> 4208000	Dream Center Education Holdings, LLC	REGISTER ED

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
	<b>Disclaims:</b> "SCHOOL OF PROFESSION AL PSYCHOLOG Y"					
US	MINNESOTA SCHOOL OF PROFESSION AL PSYCHOLOG Y  <small>MINNESOTA SCHOOL OF PROFESSIONAL PSYCHOLOGY</small>  <b>Disclaims:</b> "SCHOOL OF PROFESSION AL PSYCHOLOG Y"	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering courses of instruction at the post-secondary level	<b>App</b> 17-OCT- 2011 <b>App</b> 85448968	<b>Reg</b> 18- SEP-2012 <b>Reg</b> 4211785	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV- 2013 <b>App</b> 86117931	<b>Reg</b> 30- SEP-2014 <b>Reg</b> 4612655	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV- 2013 <b>App</b> 86117979	<b>Reg</b> 30- SEP-2014 <b>Reg</b> 4612658	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b>	<b>App</b> 13-NOV-	<b>Reg</b> 30-	Dream	REGISTER

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		<b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	2013 <b>App</b> 86117992	SEP-2014 <b>Reg</b> 4612659	Center Education Holdings, LLC	ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV- 2013 <b>App</b> 86117963	<b>Reg</b> 30- SEP-2014 <b>Reg</b> 4612657	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV- 2013 <b>App</b> 86117896	<b>Reg</b> 30- SEP-2014 <b>Reg</b> 4612652	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV- 2013 <b>App</b> 86117909	<b>Reg</b> 30- SEP-2014 <b>Reg</b> 4612653	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV- 2013 <b>App</b> 86117938	<b>Reg</b> 30- SEP-2014 <b>Reg</b> 4612656	Dream Center Education Holdings, LLC	REGISTER ED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing	<b>App</b> 13-NOV- 2013 <b>App</b> 86118009	<b>Reg</b> 30- SEP-2014 <b>Reg</b>	Dream Center Education Holdings,	REGISTER ED

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
		courses of instruction at the post-secondary level		4612660	LLC	
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV-2013 <b>App</b> 86117869	<b>Reg</b> 30-SEP-2014 <b>Reg</b> 4612651	Dream Center Education Holdings, LLC	REGISTERED
US		<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, providing courses of instruction at the post-secondary level	<b>App</b> 13-NOV-2013 <b>App</b> 86117923	<b>Reg</b> 30-SEP-2014 <b>Reg</b> 4612654	Dream Center Education Holdings, LLC	REGISTERED
US	SOCRATES DISTANCE LEARNING TECHNOLOG IES GROUP  <small>SOCRATES DISTANCE LEARNING TECHNOLOGIES GROUP</small>  <b>Disclaims:</b> "DISTANCE LEARNING TECHNOLOG IES GROUP"	<b>Goods and Services:</b> <b>INT. CL. 41</b> Educational services, namely, developing and providing online courses of instruction for others in the field of distance education and e-learning	<b>App</b> 06-APR-2001 <b>App</b> 76241688	<b>Reg</b> 03-DEC-2002 <b>Reg</b> 2655861	Dream Center Education Holdings, LLC	REGISTERED
US	TEXAS SCHOOL OF PROFESSION AL PSYCHOLOG Y	<b>Goods and Services:</b> <b>INT. CL. 41</b> Education services, namely, offering courses of instruction at the post-secondary level	<b>App</b> 07-OCT-2011 <b>App</b> 85442287	<b>Reg</b> 18-SEP-2012 <b>Reg</b> 4211778	Dream Center Education Holdings, LLC	REGISTERED

	Mark	Goods and Services	App Date/ App. No.	Reg Date/ Reg. No.	Registered Owner*	Status
	 <p><b>Disclaims:</b> "SCHOOL OF PROFESSIONAL PSYCHOLOGY"</p>					
US	<p>WASHINGTON SCHOOL OF PROFESSIONAL PSYCHOLOGY</p>  <p><b>Disclaims:</b> "SCHOOL OF PROFESSIONAL PSYCHOLOGY"</p>	<p><b>Goods and Services:</b> INT. CL. 41 Education services, namely, offering courses of instruction at the post-secondary level</p>	<p><b>App</b> 07-OCT-2011 <b>App</b> 85442277</p>	<p><b>Reg</b> 11-SEP-2012 <b>Reg</b> 4207986</p>	<p>Dream Center Education Holdings, LLC</p>	REGISTERED
Hawaii	<p>DC ARGOSY EDUCATION GROUP, LLC</p>	<p>Provision of educational services</p>		<p><b>Reg</b> 28-JUN-2006 <b>Reg</b> 375839</p>	<p>ARGOSY EDUCATION GROUP, LLC DBA DC ARGOSY EDUCATION GROUP, LLC</p>	Registered (HI)

## Domain Names

argosy-advanced-degrees.com  
argosy-business-degrees.com  
argosy-business.com  
argosy-business.info  
argosy-class.com  
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argosyu.org  
argosyuclinicalpsychology.com  
argosyundergrad.com  
argosyundergrad.info  
argosyuniversity-grad.com  
argosyuniversity-psyd.com  
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argosyuniversitylearning.com  
argosyuniversitymba.com  
argosyusites.com  
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argosyvirtualevent.com  
argosyworkingmom.info  
auadvantage.com auchicagolib.org  
auconnection.net auconnections.com  
auconnections.net  
auohelp.com  
auprograms.info  
austudentstore.com  
hireargosygrads.com  
wsulaw.college  
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NY: 1156833

**TRADEMARK**  
**REEL: 006522 FRAME: 0990**

## **Social Media Accounts**

<https://www.facebook.com/ArgosyStudents>

<https://www.linkedin.com/school/argosy-university/>

<https://twitter.com/ArgosyU>

<http://www.youtube.com/user/ArgosyUniversity>

<https://instagram.com/ArgosyUniversity>

And all related social media accounts that pertain to the Argosy University System



**SCHEDULE B**

**Copyrights**

No registrations.

**SCHEDULE C**

**INVENTIONS**

No registrations.

NY: 1156833

**TRADEMARK**  
**REEL: 006522 FRAME: 0994**

**SCHEDULE D**

**RESTRICTIONS ON ASSIGNMENT**

None.

**SCHEDULE E**

**OTHER INTELLECTUAL PROPERTY RIGHTS**

None.