

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moehn Management		11/07/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	JOINT STOCK COMPANY: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3928149	ALPS	
Registration Number:	3930784	AFFILIATED LOAN PROGRAM FOR STUDENTS	
CORRESPONDENCE DATA			
Fax Number:	(703)243-6410		
Phone:	703-465-5356		
Email:	major@mwzb.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Scott J. Major		
Address Line 1:	2200 Clarendon Blvd., 14th Floor		
Address Line 4:	Arlington, VIRGINIA 22201		
ATTORNEY DOCKET NUMBER:	SACK-0029-L		
NAME OF SUBMITTER:	Scott J. Major		
Signature:	/Scott J. Major/		

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Date:

12/07/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of November 7, 2011 by Moehn Management, a Virginia corporation ("Assignor") and Deutsche Bank AG, acting through its New York branch ("Assignee").

RECITALS

WHEREAS, Assignor is the registrant listed on certain federal trademark registrations for certain intellectual property, as set forth on Schedule A (the "Trademarks");

WHEREAS, Assignor now desires to assign such federal trademark registrations to Assignee as well as any right, title and interest in, to and under the Trademarks, to the extent Assignor owns such right, title and interest;

WHEREAS, Assignee desires to acquire Assignor's federal registrations as well all of Assignor's right, title and interest in, to and under said Trademarks, to the extent Assignor owns such right, title and interest;

NOW, THEREFORE, in consideration of the aforesaid Recitals and the promises and mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the Trademarks, to the extent Assignor owns such right, title and interest in, to and under the Trademarks, which includes:

the United States and foreign jurisdiction trademarks, services marks and trade names set forth on Schedule A and the trademark registrations, applications and the common law rights pertaining thereto and all the goodwill of the business associated therewith and which is symbolized thereby;

all rights under the foregoing, including the right to enforce the Trademarks and to sue and recover damages for, and obtain all other remedies in respect of, past, present and future infringements, misappropriations, and other violations (whether known or unknown) of any of the foregoing, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations or other evidence or forms of industrial or intellectual property protection on applications as aforesaid, to issue trademark registrations or any legal equivalent thereof to Assignee, its successors legal representatives and assigns, in accordance with this Assignment. Assignor covenants that Assignor will, upon Assignee's reasonable request, promptly provide Assignee with documents relating to the Trademarks as identified in the attached Schedule A and legal equivalents as may be known and accessible to Assignor and execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Trademarks as identified in the attached Schedule A and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes hereof.

Assignor shall duly execute and deliver or cause to be executed and delivered all

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instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Trademarks and other rights conveyed herewith.

Assignor covenants and agrees that it has the right to convey the federal registrations for the Trademarks. Assignor further covenants that, to the extent Assignor owns any right, title and interest in, to and under the Trademarks, Assignor covenants and agrees that it has the right to convey such right, title and interest in, to and under the Trademarks.

All questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by the internal law of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

This Assignment may be executed in any number of counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

[signature pages follow]

[SEAL]

MOEHN MANAGEMENT

By: [Signature]
Name: Kevin Moehn
Title: President

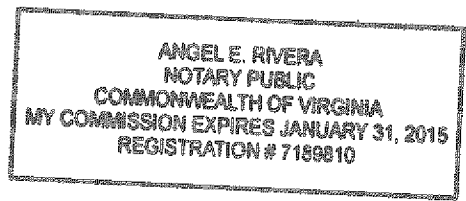
State of) VA
) ss.:
County of) Fairfax

On this 7 day of November, 2011, before me, Angel E Rivera, personally appeared Kevin Moehn of Moehn Management, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal [Signature]

Notary Public

County/City of Fairfax Park
Commonwealth of Virginia
The foregoing instrument was subscribed and sworn before
me this 7 day of November, 2011
by Angel E Rivera
[Signature] Notary Public
My commission expires 01/31/15



DEUTSCHE BANK AG NEW YORK

[SEAL]

By: [Signature]
Name: David Ryan
Title: Vice President

State of NY)
) ss.:
County of NY)

On this 30 day of November, 2011, before me, FRANCES ANN ROBERTS, personally appeared DAVID RYAN of DEUTSCHE BANK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

FRANCES ANN ROBERTS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01R06110708
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 1, 2012

[Signature]
Notary Public

DEUTSCHE BANK AG NEW YORK

[SEAL]

By: [Signature]
Name: Barter Wasson
Title: Director

State of NY)
) ss.:
County of NY)

On this 30 day of November, 2011, before me, FRANCES ANN ROBERTS, personally appeared BARTER WASSON of DEUTSCHE BANK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

FRANCES ANN ROBERTS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01R06110708
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JUNE 1, 2012

[Signature]
Notary Public

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALPS	3,928,149	March 8, 2011
Affiliated Loan Program for Students	3,930,784	March 15, 2011