

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
SunGard Higher Education Inc.		01/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sophia Purchaser Company, L.P.
Street Address:	4 Country View Road
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1633172	BANNER
Registration Number:	1626872	BANNER
Registration Number:	3211985	CAMPUS PIPELINE
Registration Number:	2890110	LUMINIS
Serial Number:	85207781	OPENMIND
Serial Number:	77950288	OPEN MYND
Serial Number:	85207812	POWERCAMPUS
Registration Number:	1765792	SCT
Registration Number:	1783875	SCT
Registration Number:	1789590	SCT

CORRESPONDENCE DATA

Fax Number: 3035726540

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 303-572-6500
Email: denipmail@gtlaw.com
Correspondent Name: Gayle L. Strong, Greenberg Traurig, LLP
Address Line 1: 1200 17th Street, Suite 2400
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	139518-010000
NAME OF SUBMITTER:	Gayle L. Strong
Signature:	/Gayle L. Strong/
Date:	10/29/2013

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the 19th day of January, 2012, is made and entered into by and among SunGard Higher Education Inc., a Delaware corporation (the "Assignor") and Sophia Purchaser Company, L.P., a Delaware limited partnership ("Assignee") (each of the Assignor and the Assignee a "Party", and collectively the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, SunGard Data Systems Inc., a Delaware corporation, the Assignor, Sophia, L.P., a Delaware limited partnership, and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 4, 2011 (as amended through the date hereof, the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Registered Intellectual Property (as defined below);

WHEREAS, Assignor is the (a) owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents"); (b) owner of each of the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); (c) owner of each of the trademark and service mark registrations and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule C hereto (the "Trademarks"); and (d) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names") (the Patents, Copyrights, Trademarks and Domain Names, collectively, the "Registered Intellectual Property"); and

WHEREAS, the Parties have agreed to execute and deliver this Assignment at the Asset Closing pursuant to Section 2.3 of the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, including the premises, consideration and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Effective upon the Asset Closing, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery, free and clear of all Liens other than Permitted Liens, of all of Assignor's right, title and interest in and to the Registered Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and any registrations and applications therefor, together with all income, royalties or payments due or payable as of the Asset Closing or thereafter (including all claims and rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Assignment had not been made.

2. Further Assurances. Assignor shall, at the reasonable request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary to assist Assignee in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Registered Intellectual Property.

3. Due Authorization. Assignor hereby authorizes and requests the United States Commissioner for Patents, the United States Commissioner for Trademarks, the United States Register of Copyrights and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Registered Intellectual Property to and in the name of Assignee.

4. Entire Agreement; Prevailing Document; No Third-Party Beneficiaries. This Agreement, the Asset Purchase Agreement, the other Ancillary Asset Agreements and the Merger Agreement (including the Exhibits and the Schedules thereto), constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. To the extent of any inconsistency between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. This Agreement will not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns. Assignor and Assignee hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be expanded, modified or limited in any way by this Agreement.

5. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned, in whole or in part, by operation of Law or otherwise, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

6. Amendment; Waiver. This Agreement may be amended or modified, and the provisions hereof may be waived, only by a written instrument signed by each of the parties, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any provision, or of the breach of any provision, in any one or more instances shall not be deemed to be nor construed as a further or continuing waiver of any such provision, or of the breach of any other provision or term of this Agreement.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof or of any other jurisdiction which would require the application of any other State's laws.

8. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), all of

which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Parties, it being understood that all the Parties need not sign the same counterpart.

9. Interpretation. Words herein in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith" and words of similar import herein shall, unless otherwise stated, be construed to refer to this Agreement taken as a whole and not to any particular provision of this Agreement. Article and Section references are to the Articles and Sections to this Agreement unless otherwise specified. The terms "either" and "or" are not exclusive and the word "including" and words of similar import when used in this Agreement means "including, without limitation." Unless expressly stated to the contrary in this Agreement, all references to "the date hereof," "the date of this Agreement," "hereby" and "hereupon" and words of similar import shall all be references to the date of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

SUNGARD HIGHER EDUCATION INC.

By: 
Name: John A. Milana
Title: Senior Vice President & Chief Financial Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 005141 FRAME: 0317

SOPHIA PURCHASER COMPANY, L.P.

By: *Kevin M. Boyce*
Name: Kevin M. Boyce
Title: Vice President & Secretary

[Signature Page to IP Assignment Agreement]

12790389

TRADEMARK
REEL: 005141 FRAME: 0318

SCHEDULE C

TRADEMARKS

Trademark	Registration (Application) Number	Registration (Application) Date	Jurisdiction
Banner	1,633,172	19910129	United States
Banner	1,626,872	19901211	United States
Campus Pipeline	3,211,985	20070227	United States
Luminis	2,890,110	20040928	United States
Open Mind	(85/207,781)	(20101230)	United States
Open Mynd	(77/950,288)	(20100304)	United States
P & Design	583,336	20030609	Canada
PowerCampus	(85/207,812)	(20101230)	United States
SCT	1,765,792	19930420	United States
SCT	1,783,875	19930727	United States
SCT	1,789,590	19930824	United States
SCT & Design	593,382	20031029	Canada
SCT & Design	723570	20011126	Mexico
Campus Pipeline	1618285	20010814	China
P & Design	1651697	20011014	China
Campus Pipeline	4504844	20010907	Japan
P & Design	4504843	20010907	Japan