

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Corinthian Colleges, Inc		02/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zenith Education Group, Inc.		
<b>Street Address:</b>	1 Imation Place		
<b>Internal Address:</b>	Building 2		
<b>City:</b>	Oakdale		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55128		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3495455	BRUTE HORSEPOWER SHOOTOUT	
<b>Registration Number:</b>	3566043	DO IT. GET IT. USE IT.	
<b>Registration Number:</b>	3557467	EVEREST	
<b>Registration Number:</b>	2798638	EVEREST COLLEGE	
<b>Registration Number:</b>	3209177	EVEREST INSTITUTE	
<b>Registration Number:</b>	3160533	EVEREST ONLINE	
<b>Registration Number:</b>	3478178	EVEREST UNIVERSITY	
<b>Registration Number:</b>	3599409	FOR LIFE	
<b>Registration Number:</b>	3781693	I'D RATHER BE WRENCHIN	
<b>Registration Number:</b>	3772409	TURN PRO AT WYOTECH	
<b>Registration Number:</b>	2838087	WYOTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125693000		
<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>			
<b>Phone:</b>	312-569-1000		
<b>Email:</b>	IPDOCKETCHICAGO@DBR.COM		
<b>Correspondent Name:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 1:</b>	191 North Wacker Drive		
<b>TRADEMARK</b>			

CH \$290.00 3495455

**Address Line 2:** Suite 3700  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** CCI-ZENITH 516965

**NAME OF SUBMITTER:** Mita K. Lakhia

**SIGNATURE:** /Mita K. Lakhia/

**DATE SIGNED:** 02/18/2015

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Agreement") is made and entered into as of the 2nd day of February, 2015 (the "Effective Date"), by and between Corinthian Colleges, Inc., a Delaware corporation with an address at 6 Hutton Center Drive, Suite 400, Santa Ana, California 92707 and certain other sellers identified in an Asset Purchase Agreement dated November 19, 2014 (as amended, the "APA") (each of the foregoing parties, an "Assignor"), in favor of Zenith Education Group, Inc., a Delaware nonprofit corporation with an address at 1 Imation Place, Building 2, Oakdale, Minnesota 55128 ("Assignee").

WHEREAS, each Assignor owns one or more marks listed on Schedule A hereto (collectively, the "Marks"); and/or

WHEREAS, each Assignor is the owner of one or more of the registered domain names set forth on the attached Schedule B (the "Domain Names") (which, together with the Marks, shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, pursuant to the APA, each Assignor agreed to assign to Assignee its right, title and interest in and to its Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge:

1. Each Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including any registrations or pending applications therefor, the goodwill represented thereby, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof, such Marks and associated rights to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Marks may be granted, as fully and entirely as the same would have been enjoyed by such Assignor, had the assignment contained herein not been made.

2. Each Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Domain Names and all registrations relating to the Domain Names made with the applicable registrar. Each Assignor hereby authorizes and instructs GoDaddy, Dotster or any other relevant domain name registrar with which such Assignor registered the Domain Names, to transfer the Domain Names to Assignee or Assignee's designee. Each Assignor agrees to furnish and execute such additional documents within fifteen (15) days of request as Assignee or the relevant registrar may require to effectuate and establish Assignee's ownership of the Domain Names, including completion of the registrar-provided name change agreement.

3. Each Assignor further covenants and agrees that, upon the request of Assignee, such Assignor shall at Assignee's expense execute all papers, make all rightful oaths, testify on

behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect its assignment of the Intellectual Property to Assignee.

4. In its own name and at its own expense, Assignee may register its rights in the Intellectual Property, and each Assignor further promises and agrees that such Assignor shall, at the request of Assignee or its counsel and at Assignee's expense, execute, acknowledge and deliver all such further documents (and, in the case of the Domain Names, perform such acts) as may be required to carry out such registration.

5. This Agreement shall be binding upon each Assignor and such Assignor's successors and assigns.

*\*\*\* Signature Page Follows \*\*\**

IN WITNESS WHEREOF, each Assignor and Assignee has executed this Agreement and caused the same to be duly delivered on their behalves on the day and year first set forth above.

Assignor:

Corinthian Colleges, Inc.

By: 

Name: Jack D. Massimino

Title: Chief Executive Officer

Corinthian Schools, Inc.

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

Everest College Phoenix, Inc.

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

Rhodes Colleges, Inc.

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

Titan Schools, Inc.

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

MJB Acquisition Corporation

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

Florida Metropolitan University, Inc.

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

Eton Education, Inc.

By: 

Name: Jack D. Massimino

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

Ashmead Education, Inc.  
By: \_\_\_\_\_  
Name: Jack D. Massimino  
Title: President and Chief Executive Officer

Grand Rapids Educational Center, Inc.  
By: \_\_\_\_\_  
Name: Jack D. Massimino  
Title: President and Chief Executive Officer

Rhodes Business Group, Inc.  
By: \_\_\_\_\_  
Name: Jack D. Massimino  
Title: President and Chief Executive Officer

Pegasus Education, Inc.  
By: \_\_\_\_\_  
Name: Jack D. Massimino  
Title: President and Chief Executive Officer

Socle Education, Inc.  
By: \_\_\_\_\_  
Name: Jack D. Massimino  
Title: President and Chief Executive Officer

Assignee:

Zenith Education Group, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Assignment]

Ashmead Education, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grand Rapids Educational Center, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Rhodes Business Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pegasus Education, Inc.

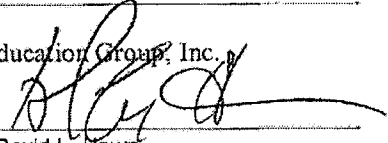
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Socle Education, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee:

Zenith Education Group, Inc.

By:   
Name: David L. Hawn  
Title: President

[Signature Page to Intellectual Property Assignment]

**Schedule A**  
to Intellectual Property Assignment

**TRADEMARKS**

**UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
Corinthian Colleges, Inc.	3495455	BRUTE HORSEPOWER SHOOTOUT
Corinthian Colleges, Inc.	3566043	DO IT. GET IT. USE IT.
Corinthian Colleges, Inc.	3557467	EVEREST
Corinthian Colleges, Inc.	2798638	EVEREST COLLEGE
Corinthian Colleges, Inc.	3209177	EVEREST INSTITUTE
Corinthian Colleges, Inc.	3160533	EVEREST ONLINE
Corinthian Colleges, Inc.	3478178	EVEREST UNIVERSITY
Corinthian Colleges, Inc.	3599409	FOR LIFE
Corinthian Colleges, Inc.	3781693	I'D RATHER BE WRENCHIN
Corinthian Colleges, Inc.	3772409	TURN PRO AT WYOTECH
Corinthian Colleges, Inc.	2838087	WYOTECH

**OTHER TRADEMARKS:**

Registrations:

OWNER	REGISTRATION No.	COUNTRY	TRADEMARK
Corinthian Colleges, Inc.	300653553	Hong Kong	EVEREST
Corinthian Colleges, Inc.	5038943	Japan	EVEREST
Corinthian Colleges, Inc.	2006/13405	Malaysia	EVEREST
Corinthian Colleges, Inc.	1257271	Taiwan	EVEREST
Corinthian Colleges, Inc.	86962	Vietnam	EVEREST
Corinthian Colleges, Inc.	980251	WIPO	EVEREST
Corinthian Colleges, Inc.	981814	WIPO	EVEREST
Corinthian Colleges, Inc.	1117715	Australia	EVEREST
Corinthian Colleges, Inc.	5487132	China	EVEREST
Corinthian Colleges, Inc.	4965942	China	WYOTECH
Corinthian Colleges, Inc.	J00.2006.023830	Indonesia	EVEREST
Corinthian Colleges, Inc.	T0611015E	Singapore	EVEREST