

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Corporation of America		04/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Broadleaf Systems, LLC		
Street Address:	3660 Grandview Parkway # 300		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85773422	BROADLEAF SOLUTIONS	
Registration Number:	4171141	BROADLEAF SCHOOL MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-254-1036		
Email:	tryan@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 Sixth Avenue North; Ste 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	10605-0007		
NAME OF SUBMITTER:	C. Brandon Browning		
Signature:	/cbbrowning/		

900254155

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OP \$65.00 85773422

Date:

05/02/2013

Total Attachments: 4

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## **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into to be effective as of the 1st day of May, 2013 ("Effective Date"), by and among Education Corporation of America, a Delaware corporation ("ECA"), and Broadleaf Systems, LLC, a Delaware limited liability company ("Broadleaf").

### **RECITALS**

A. ECA is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks"), together with the goodwill of the business connected with and symbolized by the Marks.

B. ECA desires convey, transfer, assign, deliver and contribute to Broadleaf all of its right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Adoption of Recitals; Assignment.** The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement. ECA hereby irrevocably sells, assigns, transfers and conveys to Broadleaf, its successors and assigns, in perpetuity, all right, title, and interest, throughout the world, whether created, or created in the future, in and to the Marks, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks).

ECA authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Broadleaf as assignee of ECA's entire right, title and interest therein. ECA agrees that it will communicate to Broadleaf any facts known to ECA respecting the Marks, and sign all lawful papers covering the Marks, and make all rightful oaths to perfect such right, title and interest in the Marks in Broadleaf.

**2. Registration Fees.** The registration for the change or registered owner of the Marks shall be undertaken by ECA, and ECA shall bear the registration fees incurred thereby.

**3. Representations and Warranties.**

**3.1** ECA hereby represents and warrants as follows:

**3.1.1** ECA is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

**3.1.2** ECA has the exclusive ownership of the Marks and no rights or equity of any third party is prejudiced due to the using of the Marks. There is no litigation or any other disputes arising from or relating to the Marks.

**3.1.3** ECA has full power and authority to execute and perform this Agreement, and no third party or governmental consents are required to make the assignment effected hereby enforceable against ECA.

**3.1.4** Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement.

**3.1.5** ECA will not engage in any action that will be detrimental to the validity of the Marks after the completion of the assignment.

**3.2** Broadleaf hereby represents and warrants as follows:

**3.2.1** Broadleaf is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability power and authority to carry on its business as presently conducted and as proposed to be conducted.

**3.2.2** Broadleaf has full power and authority to execute and perform this Agreement, and no third party or governmental consents are required to make the assignment effected hereby enforceable against Broadleaf.

**4. Effective Date and Term.** This Agreement has been duly executed by the parties' authorized representatives as of the date set forth in the acknowledgments but shall be effective as of the Effective Date set forth above.

**5. Amendment and Supplement.** Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

**6. Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

**7. Exhibits.** The Exhibits referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

**8. Miscellaneous.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Alabama and the United States without reference to its provision governing choice of law. The parties hereto shall not be deemed partners, joint venturers or representatives of the other. Each party is an independent entity and retains complete control over its performance. The parties hereto acknowledge and agree that any breach of the terms of this Agreement could give rise to irreparable harm for which money damages would not be an adequate remedy, and accordingly the parties agree that, in addition to any other remedies, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance or a request for injunction.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their representatives, thereunto duly authorized, as of the day and year first above written.

EDUCATION CORPORATION OF AMERICA

By: \_\_\_\_\_

Name: Roger L. Swartzwelder

Title: Executive Vice President & Secretary

BROADLEAF SYSTEMS, LLC

By: \_\_\_\_\_

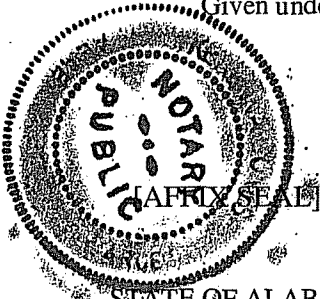
Name: Roger L. Swartzwelder

Title: Executive Vice President & Secretary

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Roger L. Swartzwelder, whose name as Executive Vice President and Secretary of Education Corporation of America, a Delaware corporation, is signed to the foregoing Trademark Assignment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 19th day of April, 2013.



\_\_\_\_\_  
Notary Public

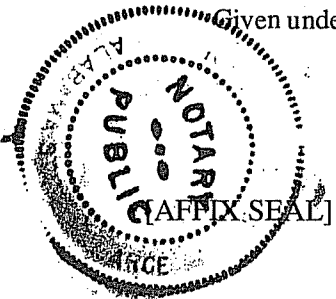
My commission expires: \_\_\_\_\_

October 15, 2016

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Roger L. Swartzwelder, whose name as Executive Vice President and Secretary of Broadleaf Systems, LLC, a Delaware limited liability company, is signed to the foregoing Trademark Assignment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 19th day of April, 2013.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

October 15, 2016

**EXHIBIT A**

**Trademarks**

List of Trademarks, including registration numbers and other identifiers, conveyed under this Assignment.

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
BROADLEAF SCHOOL MANAGEMENT SYSTEM	85/468,197	4,171,141	November 9, 2011	July 10, 2012
BROADLEAF SOLUTIONS	85/773,422	Pending	November 7, 2012	Pending