

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WE ARE TEACHERS.COM, LLC		02/28/2011	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Dun & Bradstreet, Inc.		
Street Address:	103 JFK Parkway		
City:	Short Hills		
State/Country:	NEW JERSEY		
Postal Code:	07078		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3476466	WE ARE TEACHERS	
Registration Number:	3476471	WAT ACADEMY	
Registration Number:	3484177	WE ARE TEACHERS THE KNOWLEDGE MARKETPLAC	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Mark J. Liss		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	278832		

CH \$90.00 3476466

NAME OF SUBMITTER:	Mark J. Liss
Signature:	/Mark J. Liss/
Date:	11/11/2013
Total Attachments: 8 source=Agreement - WE ARE TEACHERS.COM, LLC#page1.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page2.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page3.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page4.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page5.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page6.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page7.tif source=Agreement - WE ARE TEACHERS.COM, LLC#page8.tif	

EXECUTION COPY

ASSET PURCHASE AGREEMENT

dated as of February 28, 2011

between

DUN & BRADSTREET, INC.

and

WEARETEACHERS.COM, LLC

and

SANDRA K. FIVECOAT

(but only as to certain specified Sections herein)

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of February 28, 2011 by and between DUN & BRADSTREET, INC., a Delaware corporation (the "Buyer"), WEARETEACHERS.COM, LLC, a limited liability company organized under the laws of the State of Texas (the "Seller"), and Sandra K. Fivecoat, the Chief Executive Officer of the Seller ("Fivecoat") (but only in connection with Sections 2.2(b), 2.3(b), 4.1 and 4.2 herein).

Seller is in the business of providing products and services to an online community for teachers and educational professionals (the "Business").

This Agreement contemplates a transaction in which the Buyer will purchase all or substantially all of the assets of the Seller, and assume certain of the liabilities of the Seller related to the Business.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article 6.

In consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

ARTICLE I

THE ASSET PURCHASE

1.1 Purchase and Sale of Assets

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer hereby purchases from the Seller, and the Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, for the consideration specified in Section 1.3, all right, title and interest in, to and under the Acquired Assets.

(b) Notwithstanding the provisions of Section 1.1(a), the Acquired Assets shall not include the Excluded Assets.

1.2 Assumption of Liabilities

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer hereby assumes and becomes responsible for, from and after the Closing, the Assumed Liabilities.

(b) Notwithstanding the terms of Section 1.2(a) or any other provision of this Agreement to the contrary, the Buyer shall not assume or become responsible for, and the Seller shall remain liable for, the Retained Liabilities, including, without limitation, the liabilities set forth in Section 1.2(b) of the Disclosure Schedule.

cancel, or require any notice, consent or waiver under, any contract or instrument to which the Seller is a party or by which the Seller is bound or to which any of its assets is subject, (iv) result in the imposition of any Security Interest upon any of the Acquired Assets, or (v) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Seller, the Business or any of the Acquired Assets.

(b) Neither the execution and delivery by Fivecoat of this Agreement, nor the consummation by Fivecoat of the transactions contemplated hereby, will (i) require on the part of Fivecoat any notice to or filing with, or any permit, authorization, consent or approval of, any Governmental Entity, (ii) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which Fivecoat is a party or by which Fivecoat is bound, or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Fivecoat.

2.4 Ownership and Condition of Assets

(a) The Seller is the true and lawful owner and, except for any Permitted Liens, has good title to, all of the Acquired Assets free and clear of all Security Interests. Upon execution and delivery by the Seller to the Buyer of a trademark/service mark assignment and of a domain name assignment, the Buyer will become the true and lawful owner of, and will receive good title to, the Acquired Assets, free and clear of all Security Interests, except for any Permitted Liens.

(b) The Acquired Assets are sufficient for the conduct of the Business as presently conducted and as presently proposed to be conducted and constitute all assets used by the Seller in the Business.

2.5 Intellectual Property

(a) Section 2.5(a) of the Disclosure Schedule is an accurate and complete list of each patent, patent application, invention, copyright, mask work, trade secret, know-how, customer list, vendor list, trademark, service mark and domain name used in the Business. Any and all application fees, renewal fees and other official fees which are due in respect of any registration, filing or issuance of any Seller Intellectual Property have been paid and all steps reasonably required for the maintenance of the registration, filing or issuance of any Seller Intellectual Property have been timely taken. As of the Closing Date, (i) no Seller Intellectual Property is the subject of any pending opposition, revocation, cancellation or other Legal Proceeding that has not been resolved, (ii) no opposition, revocation, cancellation or other Legal Proceeding with respect to any Seller Intellectual Property has been threatened, and (iii) all Seller Intellectual Property is extant and is owned by the Seller (except Seller Intellectual Property licensed from a third party identified on Section 2.5(a) of the Disclosure Schedule) as of the Closing.

(b) The Seller owns or has the exclusive right to use any and all Intellectual Property necessary to operate the Internal Systems. Upon execution and delivery by the Seller to the

ARTICLE 7

MISCELLANEOUS

7.1 Press Releases and Announcements

The Seller shall not issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the Buyer as to both content and timing.

7.2 No Third Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

7.3 Entire Agreement

This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, with respect to the subject matter hereof.

7.4 Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its performance obligations hereunder without the prior written approval of the other Party; provided that the Buyer may assign some or all of its rights, interests and/or obligations hereunder to one or more Affiliates of the Buyer. Any purported assignment of rights or delegation of performance obligations in violation of this Section 7.4 is void.

7.5 Counterparts and Facsimile Signature

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Closing Date.

BUYER:

DUN & BRADSTREET, INC.

By: 

Name: George I. Stoeckert

Title: President, North America

SELLER:

WEARETEACHERS.COM, LLC

By: _____

Name: Sandra K. Fivecoat

Title: CEO

FIVECOAT:

By: _____

Sandra K. Fivecoat

**(but only in connection with Sections 2.2(b),
2.3(b), 4.1 and 4.2 herein)**

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Closing Date.


BUYER:

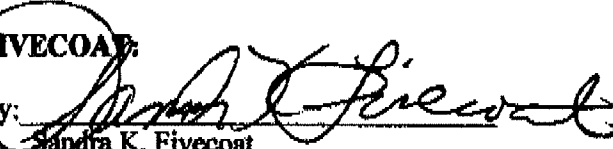
DUN & BRADSTREET, INC.

By: _____
Name: George I. Stoeckert
Title: President, North America

SELLER:

WEARETEACHERS.COM, LLC

By: 
Name: Sandra K. Fivecoat
Title: CEO

FIVECOAT:
By: 
Sandra K. Fivecoat

(but only in connection with Sections 2.2(b),
2.3(b), 4.1 and 4.2 herein)

[Signature Page to Asset Purchase Agreement]

EXECUTION COPY

DISCLOSURE SCHEDULE

TO

ASSET PURCHASE AGREEMENT

BETWEEN

DUN & BRADSTREET, INC.

AND

WE ARE TEACHERS LLC

DATED AS OF FEBRUARY __, 2011

Section 2.5(a)

SELLER INTELLECTUAL PROPERTY

I. Trademarks & Logos

All registered and unregistered trademarks and logos used in WAT's business, including, but not limited to, the following:

Trademark Name

Status

WAT logo

Unregistered



"We are Teachers"

Unregistered

"WAT"

Unregistered

"The Knowledge Marketplace"

Unregistered

II. Domain Names

Domain

www.weareteachers.com - and all associated admin and user sites

Registered at

GoDaddy.com

III. Vendor List:

Key vendors to operate acquired assets, including but potentially not limited to the following:

Vendor	Description
Lithium Technologies – Contract dated June 18, 2010	Lithium's suite of software provides WAT with core social media platform capabilities.