

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charter School for Applied Technologies		07/01/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	eDoctrina Corporation		
Street Address:	317 Vulcan Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14207		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3597398	EDOCTRINA	
CORRESPONDENCE DATA			
Fax Number:	7169319424		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	716-931-9110		
Email:	rmerii@edoctrina.org		
Correspondent Name:	eDoctrina Corporation		
Address Line 1:	317 Vulcan Street		
Address Line 4:	Buffalo, NEW YORK 14207		
NAME OF SUBMITTER:	Robert Merii		
SIGNATURE:	/eDoctrina1/		
DATE SIGNED:	04/02/2014		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated July 1, 2013, by and among **EDOCTRINA CORP.**, a New York corporation having an address at 317 Vulcan Street, Buffalo, New York 14207 ("Purchaser"), and **CHARTER SCHOOL FOR APPLIED TECHNOLOGIES**, a New York corporation having an address at 2303 Kenmore Avenue, Buffalo, New York 14207 ("Seller").

WHEREAS, Seller owns or has rights to certain assets used by Purchaser in conducting Purchaser's business;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, such assets.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements set forth herein, the parties hereto hereby agree as follows:

1. TERMS OF AGREEMENT

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller will sell, assign, transfer, convey and deliver to Purchaser, and Purchaser will purchase from Seller, all of Seller's right, title and interest in the following assets which are also set forth on Schedule 1.1: (a) the eDoctrina software and eDoctrina domain name as more particularly described on Schedule 1.1 (the "Intangible Assets"), and (b) the eDoctrina® service mark as more particularly describe on Schedule 1.1 (the "Mark" and together with the Intangible Assets, the "Purchased Assets").

1.2 Liabilities Not Assumed. Except as set forth in this Agreement, it is expressly understood and agreed that Purchaser will not assume, nor will it be liable for, any liability, debt, obligation, claim against, or contract of Seller of any kind or nature whatsoever.

1.3 Purchase Price and Payment.

(a) The purchase price for the Purchased Assets (the "Purchase Price") will be \$30,000.

(b) Purchaser will pay the Purchase Price to Seller at the Closing (as defined herein), by immediately available funds via wire transfer, certified or bank check.

1.4 Allocation of Purchase Price. The Purchase Price will be allocated among the Purchased Assets as follows or as otherwise agreed upon by Seller and Purchaser: (a) Intangible Assets, \$28,000; and (b) Mark, \$2,000. Purchaser and Seller hereby agree that they will file all federal, state and local tax returns and reports in a manner consistent with such allocation, and that none of them will assert or maintain a position inconsistent with such

allocation in any administrative or judicial proceeding, including any tax audit or other tax proceeding.

2. CLOSING

2.1 Date and Place of Closing. The closing of the transactions provided for in this Agreement (the "Closing") will take place simultaneously with the execution of this Agreement on the date hereof at the offices of Hodgson Russ LLP, 140 Pearl Street, Buffalo, New York 14202, or at such other place or time as the parties will mutually agree (the "Closing Date"). The parties also agree that the Closing may be completed by exchange of facsimile and PDF signatures.

2.2 Seller Closing Deliverables. At the Closing, Seller will deliver to Purchaser the following:

(a) an assignment agreement in form and substance satisfactory to Purchaser and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intangible Assets to Purchaser;

(b) a service mark assignment in form and substance satisfactory to Purchaser and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Mark to Purchaser; and

(c) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Purchaser, as may be required to give effect to this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

3.1 Binding Agreement. This Agreement is a legal, valid and binding agreement of Seller enforceable against Seller in accordance with its terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and remedies.

3.2 No Violation; Consents. Neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, is a violation of, is in conflict with, constitutes a default under (whether such default would occur with the passage of time, the giving of notice, or both), or requires Seller to obtain any consent, authorization or approval or registration under, or gives any person the right to accelerate the performance of any obligation under any agreement or commitment to which Seller is bound.

3.3 Title to Purchased Assets. Seller is conveying the Purchased Assets to Purchaser free and clear of all liens or encumbrances or any kind ("Liens").

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

4.1 Binding Agreement. This Agreement is a legal, valid and binding agreement of Purchaser, enforceable in accordance with its terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and remedies.

4.2 No Violation. Neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, is a violation of, is in conflict with, constitutes a default under (whether such default would occur with the passage of time, the giving of notice, or both) or requires Purchaser to obtain any consent, authorization or approval or registration under or gives any person the right to accelerate the performance of any obligation under any agreement or commitment to which Purchaser is bound.

5. GENERAL PROVISIONS

5.1 Notices. Any notice to be given under this Agreement by either party will be in writing and delivered by personal delivery, certified or registered mail, or facsimile or e-mail to the other party at its address set forth at the beginning of this Agreement or such other address as either party may specify. Such delivery will be effective upon receipt by the party to which notice is given. Either party may change the address to which notices as to itself should be sent by delivering written notice of such new address to the other party in accordance with this section.

5.2 Miscellaneous. This Agreement will be construed in accordance with and governed by the internal domestic laws of the State of New York. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, legal representatives, heirs and assigns. No rights of third-party beneficiaries exist or are intended to exist under this Agreement. Headings and subheadings herein and in any Schedules hereto are for convenience of reference only and are not of substantive effect. There are no oral agreements in connection with this Agreement. This Agreement and the Schedules to this Agreement constitute the entire agreement of the parties hereto, and supersedes any prior agreements or understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be terminated, modified or amended orally or by any course of conduct or usage of trade but only by an agreement in writing duly executed by the parties hereto. This Agreement may be executed simultaneously or in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Any waiver of a breach of any of the provisions of this Agreement will not be deemed a waiver of any successive

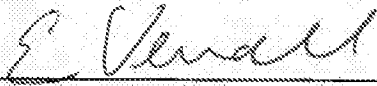
breach or of any other provision of this Agreement. If any article, paragraph, section, portion, subsection, subparagraph or subportion of this Agreement will be determined to be unenforceable or invalid, it will not affect the remainder of this Agreement, which will be and remain binding and effective as against all parties hereto.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

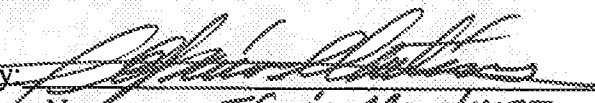
PURCHASER:

EDOCTRINA CORP.

By: 
Name: Eon Verrall
Title: President

SELLER:

**CHARTER SCHOOL FOR APPLIED
TECHNOLOGIES**

By: 
Name: J. Spain Martinez
Title: Superintendent

Schedule 1.1
Purchased Assets

1. Intangible Assets

- A multi-purpose curriculum mapping and assessment data software program commonly referred to as eDoctrina® software.
- eDoctrina domain name: "www.edoctrina.org"

2. The Mark

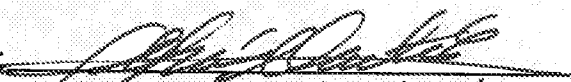
Mark	Reg. No. Reg. Date	Status
EDOCTRINA	3,597,398 March 31, 2009	Registered

ASSIGNMENT

This Assignment is made by CHARTER SCHOOL FOR APPLIED TECHNOLOGIES ("Seller") to EDOCTRINA CORP. ("Purchaser") pursuant to that certain Asset Purchase Agreement dated July 1, 2013 by and among Purchaser and Seller (the "Purchase Agreement"). Each capitalized term in this Assignment which is used but not defined in this Assignment shall have the meaning given it in the Purchase Agreement. Seller, for and upon the consideration provided in the Purchase Agreement, does hereby grant, bargain, sell, convey, transfer, assign, set over and deliver unto the Purchaser the Intangible Assets, to have and to hold the Intangible Assets unto Purchaser, its successors and assigns forever. Seller represents and warrants to Purchaser that Seller is the true and lawful owner of the Intangible Assets and has lawful authority to sell and transfer the same, that the same are free and clear of all Liens and that Seller shall, and its successors and assigns shall, warrant and defend the same against the lawful claims and demands of all persons or entities. This Assignment is understood and agreed to be subject to all the terms and conditions set forth in the Purchase Agreement, including, without limitation, the representations, warranties and covenants of Seller which are incorporated herein by this reference. Seller, its successors and assigns, hereby covenants and agrees with Purchaser to execute and deliver such other and further assignments, instruments of transfer, bills of sale, conveyances or other documents as may be necessary more fully to vest in Purchaser title to the Intangible Assets. This Assignment is made, executed and delivered for and upon the consideration provided in the Purchase Agreement. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed on its behalf by a duly authorized officer this 1 day of July, 2013.

**CHARTER SCHOOL FOR APPLIED
TECHNOLOGIES**

By: 
Name: *J. Estela Martinez*
Title: *Superintendent*

SERVICE MARK ASSIGNMENT

This Service Mark Assignment ("*Assignment*") is effective as of July 1, 2013 ("*Effective Date*") by and between Charter School for Applied Technologies, a corporation of New York with a place of business at 2303 Kenmore Avenue, Buffalo, New York 14207 ("*Assignor*"), and eDoctrina Corporation, a corporation of New York with a place of business at 317 Vulcan Street, Buffalo, New York 14207 ("*Assignee*").

RECITALS

WHEREAS, Assignor has adopted, has used and is using, and is the sole and exclusive owner of the following service mark and the U.S. registration therefore (the "*Mark*"); and

Mark	Reg. No. Reg. Date	Status
EDOCTRINA	3,597,398 March 31, 2009	Registered

WHEREAS, Assignor desires to assign and Assignee desires to acquire, on a worldwide basis, all of Assignor's right, title, and interest in and to the Mark and any and all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT


1. Assignor hereby assigns, transfers, conveys, sets over, and delivers to Assignee and Assignee's successors and assigns, on a worldwide basis, all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, all registrations and applications for registration relating to the Mark that have been or will be filed and the right to apply for and obtain registrations for the Mark with all rights of renewal and extensions thereof, all statutory and common law rights related to the Mark, and all causes of action and rights of recovery for damages, profits, and injunctive relief for infringement, dilution, and violations of the foregoing prior to the Effective Date.
2. This Assignment is a legal, valid, and binding obligation, and will apply to and bind the Assignor and its successors, assigns, and legal representatives. Assignor has the full and exclusive power and authority to enter into and perform its obligations under this Assignment and to convey the interests herein assigned.
3. As of the Effective Date, Assignee and its successors and assigns will hold and enjoy the entire right, title, and interest in and to the Mark and the associated goodwill, and in and to all other rights and interest conveyed herein, as fully and exclusively as such rights, title, and interests would have been held and enjoyed by Assignor had this assignment not been made.

SERVICE MARK ASSIGNMENT

4. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect, record, and complete the Assignment herein, including any action or documents that may be necessary to protect, secure, and vest good and marketable title to the Mark in Assignee.
5. This Assignment may be executed in one or more counter parts, each of which will be deemed an original, and, when taken together, will constitute the same agreement.

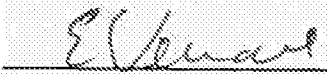
IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have caused this Assignment to be executed and delivered as of the date first written above.

CHARTER SCHOOL FOR APPLIED TECHNOLOGIES

By: 
Name: *J. Edwin Martinez*
Title: *Superintendent*

ACKNOWLEDGEMENT: Assignee hereby acknowledges and accepts the assignment made herein.

EDOCTRINA CORPORATION

By: 
Name: *Eon Verrall*
Title: *President*