

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/25/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MeasureUp, LLC		10/08/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	MeasureUp, LLC		
Street Address:	5601 Green Valley Drive		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2291112	MEASUREUP	
CORRESPONDENCE DATA			
Fax Number:	9526813066		
<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>			
Phone:	9526813058		
Email:	paul.mussell@pearson.com		
Correspondent Name:	Paul W. Mussell, Associate General Couns		
Address Line 1:	5601 Green Valley Drive		
Address Line 4:	Bloomington, MINNESOTA 55437		
ATTORNEY DOCKET NUMBER:	MUP LLC TM ASSIGNMENT		
NAME OF SUBMITTER:	Nancy K Pond		
SIGNATURE:	/Nancy K Pond/		
DATE SIGNED:	10/08/2014		
Total Attachments: 1			
source=MeasureUp, LLC, a Georgia LLC Trademark Assignment Nunc Pro Tunc as of 5-25-2010#page1.tif			

OP \$40.00 2291112

Trademark Assignment Nunc Pro Tunc

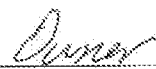
This Trademark Assignment is made by and between MeasureUp, LLC, a Georgia Limited Liability Company ("Assignor"), the record owner of U.S. Trademark Registration No. 2,291,112 for the mark **MEASUREUP** (the "Assigned Mark"), and MeasureUp, LLC, a Delaware Limited Liability Company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of May 25, 2010 (the "Agreement"), between Assignor and Assignee, Assignor agreed to assign all right, title and interest in and to the Assigned Mark and in and to any registrations, renewals, extensions that may be granted thereon, together with the goodwill associated with the Assigned Mark;

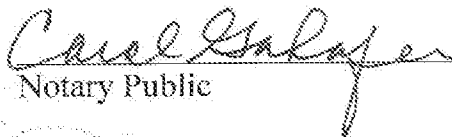
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Assigned Mark, along with any registrations, renewals, extensions that may be granted thereon, together with the goodwill symbolized by the Assigned Mark and the right to recover for past infringement, nunc pro tunc as of May 25, 2010. Assignor agrees to cooperate with Assignee and to execute and deliver all documents as may be reasonably necessary to vest all right, title and interest in and to the Assigned Mark, including, without limitation, recordation of the assignment in the United States Patent and Trademark office.

ASSIGNOR: MeasureUp, LLC, a Georgia limited liability company

By: 
Kevin Brice

Title: 
Owner

Subscribed and sworn to before
me this 8 day of October, 2014.


Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Oct. 19, 2015

