

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325329

<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>
Brett Spodak		11/21/2014	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teachers-Teachers.com, LLC		
<b>Street Address:</b>	120 S. Central Avenue		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75720181	POINT. CLICK. HIRE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164743447		
<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>	816-265-4174		
<b>Email:</b>	mjekic@sb-kc.com		
<b>Correspondent Name:</b>	Milos Jekic		
<b>Address Line 1:</b>	2323 Grand Boulevard		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108		
<b>NAME OF SUBMITTER:</b>	Milos Jekic		
<b>SIGNATURE:</b>	/Milos Jekic/		
<b>DATE SIGNED:</b>	12/05/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

**WHEREAS**, as a condition to the closing of the transactions contemplated by that certain Stock Purchase Agreement (the “**Agreement**”), dated as of November **21**, 2014, by and between EDU Capital, LLC, a Missouri limited liability company (the “**Buyer**”), and Brett Spodak, an individual (the “**Seller**”), Seller agreed to assign to Teachers-Teachers.com, LLC, a Florida limited liability company (f/k/a Teachers-Teachers.com, Inc.) (the “**Company**”), Seller’s entire worldwide right, title, and interest in and to Seller’s trademark identified on **Exhibit A** (the “**Trademark**”); and

**WHEREAS**, Seller desires to execute this instrument of assignment in order to effectuate Seller’s assignment of the Trademark to the Company.

**NOW, THEREFORE**, for good and valuable consideration payable by Buyer to Seller pursuant to the Agreement, and the mutual promises, covenants, and undertakings herein set forth, the value, sufficiency, and receipt of which are hereby acknowledged, Seller hereby agrees as follows:

Seller hereby transfers and assigns to the Company all of his worldwide right, title, and interest in and to the Trademark, as well as the goodwill of the business associated with said Trademark, including, without limitation, all rights to police, monitor, and enforce said Trademark against any and all past, current, and/or future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) and any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademark.

Seller hereby represents, warrants, and covenants that he has the full right to convey its above-described right, title, and interest in and to, and the goodwill associated with, the Trademark by this Assignment and that no other agreement has been or will be executed in conflict herewith.

Seller agrees to perform all affirmative acts that may be reasonably necessary or desirable to the Company in order to record or perfect the above-described transfer of the Trademark, as well as reasonably cooperate with the Company in providing information required with respect to any recordations relating to the transfer of the Trademark. Without limiting the generality of the foregoing, Seller agrees to sign such applications, assignment forms, and other documents as the Company reasonably requests from time to time to further confirm Company’s right, title, interest and ownership in the Trademark.

Seller further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations, and/or renewals that may be granted upon any application or petition for the Trademark to the Company and/or the Company’s successors and/or assigns.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the 21<sup>st</sup> day of November, 2014.



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Brett Spodak

**EXHIBIT A**

**Trademark**

“Point. Click. Hire.” (USPTO Serial Number 75720181), including all renewals thereof