

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plasco, Inc.		11/01/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Hero K12, LLC		
Street Address:	15675 N.W. 15th Avenue, Suite A		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33169		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86185488	HERO	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Mark D. Passler, Akerman LLP		
Address Line 1:	P.O. BOX 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	10381-2		
NAME OF SUBMITTER:	MARK D. PASSLER		
SIGNATURE:	/Mark D. Passler/		
DATE SIGNED:	12/18/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of November 1, 2014 ("Effective Date"), by and between Plasco, Inc., a Florida corporation, having an address of 1501 N.W. 163rd Street, Miami, Florida 33169 ("Assignor"), and Hero K12, LLC, a Delaware limited liability company having an address of 15675 N.W. 15th Avenue, Suite A, Miami, Florida 33169 ("Assignee").

Recitals

A. Assignor is the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

Terms

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto, together with that portion of the business connected with the use of or relating to and symbolized by the Assigned Trademarks and all goodwill associated therewith, which business is ongoing and existing, including any and all benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks, including, without limitation, the exclusive right (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

[Intentionally Left Blank—Signature Pages Follow]

ASSIGNOR:

Plasco, Inc.

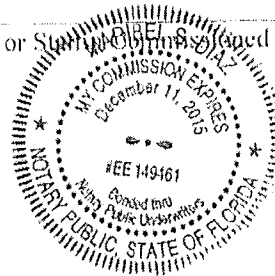
By: [Signature]
Name: Alan Mendelson
Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me this 16th day of December, 2014 by ALAN MENDELSON, the _____ of Plasco, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp the Full Name of Notary Public)



ASSIGNEE:

Hero K12, LLC

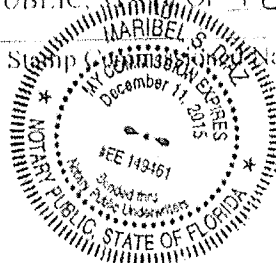
By: [Signature]
Name: Alan Mendelson
Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me this 16th day of December, 2014 by ALAN MENDELSON, the _____ of Hero K12, L.L.C. a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp the Full Name of Notary Public)



Schedule 1

Assigned Trademarks

Mark	Country	Serial No.	Date Registered	Goods/Services
HERO	US	86185488	Filed February 5, 2014; Registration Pending	<p>IC 009. US 021 023 026 036 038. G & S: Web based computer software applications for identifying and tracking student performance attendance, incidents, referrals, and behavior in the classroom and at school; Mobile computer software application for identifying and tracking student performance, attendance, incidents, referrals, and behavior in the classroom and at school.</p> <p>IC 035. US 100 101 102. G & S: Services consisting of collection, compilation, and reporting to parents, teachers, and school administration of written communications and data regarding student performance, attendance, incidents, referrals, and behavior in the classroom and at school through messaging and dashboards.</p> <p>IC 042. US 100 101. G & S: Hosting, designing for others, maintaining, and updating web based computer software and mobile computer software applications used to identify, and track students attendance, incidents, referrals, and behavior in the classroom or at school.</p> <p>IC 045. US 100 101. G & S: Licensing of computer software for identifying and tracking student performance attendance, incidents, referrals, and behavior in the classroom and at school; Licensing of mobile computer software for identifying and tracking student performance, attendance, incidents, referrals, and behavior in the classroom and at school.</p>

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