# OP \$140.00 466997

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332830

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SlideRoom, LLC		02/20/2015	LIMITED LIABILITY COMPANY: TEXAS

### **RECEIVING PARTY DATA**

Name:	Learning Machine, Inc.	
Street Address:	12001 N. Central Expressway	
Internal Address:	Suite 1025	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75243	
Entity Type:	CORPORATION: TEXAS	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4669972	
Registration Number:	4669973	SLIDEROOM
Registration Number:	3856154	SLIDEROOM
Registration Number:	4636380	LEARNING MACHINE
Serial Number:	86260081	GOODPROSPECT

### **CORRESPONDENCE DATA**

**Fax Number:** 9723789115

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.

**Phone:** 972-378-9111

**Email:** ipdocketing@dallasbusinesslaw.com

Correspondent Name: Kelly J. Kubasta
Address Line 1: 2500 Dallas Parkway

Address Line 2: Suite 501

Address Line 4: Dallas, TEXAS 75093

ATTORNEY DOCKET NUMBER:	8372.001
NAME OF SUBMITTER:	Kelly J. Kubasta
SIGNATURE:	/Kelly J. Kubasta/

TRADEMARK REEL: 005463 FRAME: 0552

DATE SIGNED:	02/20/2015	
Total Attachments: 3		
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TRADEMARK REEL: 005463 FRAME: 0553

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between SlideRoom, LLC, a Texas Limited Liability Company ("Assignor"), and Learning Machine, Inc. a Texas Corporation ("Learning Machine, Inc."), with an address at 12001 N. Central Expressway, Suite 1025, Dallas, TX 75243, effective as of the last signature date below.

### WITNESSETH

WHEREAS, Assignor has adopted and used in commerce the trademarks listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, in return for an assignment of the Marks, Learning Machine, Inc. agrees to file and prosecute all applications associated with the Marks, maintain any subsequent registrations for them, and take over enforcing the Marks; and

WHEREAS, Assignor has agreed to assign and Learning Machine, Inc. has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys unto Learning Machine, Inc. all of Assignor's right, title, and interest in and to the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof.
- 2. The Assignor agrees to execute all papers and to perform such other proper acts as Learning Machine, Inc. may deem necessary to secure for Learning Machine, Inc. or its designees the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in Learning Machine, Inc., its successors, assigns, and legal representatives.
- 3. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK ASSIGNMENT AGREEMENT

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IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed and delivered as of the date written below.

SLIDEROOM, LLC	
Chris Jagers	Date: 2/20/2015
Chief Executive Officer	
LEARNING MACHINE, INC.	
By: Chingyen	Date: 2/20/2015
Name: Chris Jagers	
Title: CEO	

# EXHIBIT 1 TRADEMARKS

Mark	Jurisdict ion	Goods/Services	Ser./Reg. No.
Design only	USA	IC 38 and 42	4,669,972
SLIDEROOM	USA	IC 38 and 42	4,669,973
SLIDEROOM & Design	USA	IC 42	3,856,154
LEARNING MACHINE	USA	IC 42	4,636,380
GOODPROSPECT	USA	IC 42	86/260,081

TRADEMARK ASSIGNMENT AGREEMENT

**RECORDED: 02/20/2015** 

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