

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William Marsh Rice University		06/18/2014	non-profit corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Accelerate Learning Inc.		
Street Address:	5177 Richmond Ave.		
Internal Address:	Suite 1025		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4115815	STAARSCOPE	
Registration Number:	4112657	STAARSCOPE	
Registration Number:	4010716	STAARSCOPE	
Registration Number:	4093976	STEM SCOPE	
Registration Number:	4093975	STEM SCOPE	
Registration Number:	4411271	STEMCOACH	
Registration Number:	4486648	STEMSCOPEDIA	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2146515248		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	David A. Bell		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	51775.3		
NAME OF SUBMITTER:	David A. Bell		

OP \$190.00 4115815

SIGNATURE:	/David A. Bell/
DATE SIGNED:	04/20/2015
Total Attachments: 13 source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page1.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page2.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page3.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page4.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page5.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page6.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page7.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page8.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page9.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page10.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page11.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page12.tif source=Rice Contribution Agreement(executed)(6 18 14)_Redacted#page13.tif	

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "**Agreement**") is made and entered into as of June 18, 2014 (the "**Effective Date**"), by and between Accelerate Learning Inc., a Delaware corporation, (the "**Company**"), and William Marsh Rice University, a Texas non-profit corporation ("**Rice**"). The Company and Rice are sometimes referred to as a "**Party**" or, collectively, as the "**Parties**."

RECITALS

WHEREAS, Rice has developed a comprehensive science curriculum known as "STEMscopes" that provides hands-on inquiry activities, assessments, problem-based learning, intervention tools, acceleration material and teacher support resources for grades K-12 (as modified from time to time, the "**Business**");

WHEREAS, the Parties have entered into a letter agreement, dated as of November 1, 2013, pursuant to which Rice has granted to the Company an exclusive, revocable license to use Rice's intellectual property rights related to the Business and to market and sell the Business' products (the "**Products**");

WHEREAS, on January 16, 2013, Rice contributed to the Company (i) deferred revenues related to the Products in an amount equal to [REDACTED] (ii) certain fixed assets acquired in connection with the Business, including furniture, software, computer equipment and moveable equipment and (iii) contracts entered into prior to November 1, 2013, pursuant to which certain individuals and vendors performed services for the Business (collectively, the "**Prior Contribution**");

WHEREAS, Rice has determined that it is desirable and in the best interests of Rice to, subject to the terms of this Agreement, assign and contribute the Business IP (as defined below) to the Company on the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, the mutual benefits to be gained from the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. *Definitions.*

1.1 *Definitions.* The following capitalized terms have the meanings given below.

"**Adjusted Gross Sales**" means all revenues recognized and received by the Company, less any returns, with respect to the sale of products or services that utilize the Business IP for the applicable period.

"**Business IP**" means those intellectual property rights owned by Rice and directly related to the Business, including both statutory and common law rights, employed in the operation of the Business as it is currently conducted by Rice and/or the Company on the date

hereof and arising from or in respect of the Marks, Domains, Copyrights, Software or Trade Secrets, whether protected, created or arising under the Laws of the United States or any other jurisdiction.

“Copyrights” means copyrights and registrations and applications therefor, works of authorship and mask work rights.

“Domains” means all Internet domain names listed in Exhibit A.

“Governmental Authority” means any federal, state, provincial or local government or governmental regulatory body and any of their respective subdivisions, agencies, instrumentalities, authorities or tribunals.

“Law” means any federal, state, provincial or local law, statute, rule, ordinance, code or regulation.

“Marks” means all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, and corporate names and general intangibles of a like nature associated at present or in the past with goods and/or services related to the operation of the Business, including but not limited to the registrations and applications listed in Exhibit B, together with all right, title and interest; all common law rights to the underlying marks; all applications, registrations and renewals thereof; the goodwill associated therewith; all priority rights under all available international agreements, treaties and conventions for the protection of trademarks; the right to sue for and recover damages, profits and all other remedies for any past, present and future infringement of any of the foregoing; and to stand in the place of Rice in all matters related thereto; *provided, however*, that the Rice Marks shall be excluded.

“Person” means any natural person, corporation, partnership, limited liability company, trust, unincorporated organization or other entity.

“Rice Marks” means all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, and corporate names and general intangibles of a like nature associated with the “Rice” name, or derivatives thereof, together with all right, title and interest thereto; all common law rights to the underlying marks associated therewith; all applications, registrations and renewals thereof; the goodwill associated therewith; all priority rights under all available international agreements, treaties and conventions for the protection of trademarks with respect thereto; and the right to sue for and recover damages, profits and all other remedies for any past, present and future infringement of the foregoing.

“Software” means all computer programs and websites, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; all databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and all documentation including user manuals and other training documentation related to any of the foregoing.

“**Trade Secrets**” means discoveries, concepts, ideas, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, drawings, specifications, databases, and other proprietary and confidential information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals of Rice, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Marks, Domains or Copyrights.

SECTION 2. *Contribution and License.*

2.1 *Contribution of the Business IP.* Subject to the terms and conditions of this Agreement and the representations and warranties made herein, Rice hereby contributes, assigns, transfers, grants, bargains, delivers and conveys to the Company all of Rice’s right, title and interest in and to the Business IP (the “**Contribution**”).

2.2 *Shares of the Company.* In consideration of the Prior Contribution and the Contribution, and simultaneously with the execution of this Agreement, the Company will issue to Rice eight million shares of common stock of the Company (the “**Consideration Shares**”).

2.3 *Royalties.* In consideration of the Brand License, the Company shall pay to Rice a royalty equal to [REDACTED] annually for so long as the Company publicly uses Rice’s Brand (as defined below) in connection with marketing the Company’s business (the “**Brand Royalty**”); *provided, however*, that Rice hereby waives all rights to receive the Brand Royalty for so long as Rice owns more than sixty percent of the Company. The Company shall pay all amounts due to Rice with respect to the Brand Royalty within five business days following each anniversary of the Effective Date.

2.4 *Assumption of Liabilities.* In consideration of the Prior Contribution and the Contribution, the Company hereby assumes and agrees to duly and timely pay, perform and discharge all liabilities and obligations associated with or attributable to the Business IP, whether accruing before, on or after the Effective Date (the “**Assumed Liabilities**”) to the full extent that Rice had been, prior to the execution of this Agreement, or would have been in the future, obligated to pay, perform and discharge the Assumed Liabilities but for this Agreement; *provided, however*, that the assumption and agreement to duly and timely pay, perform and discharge the Assumed Liabilities pursuant to this Section 2.4 shall not (a) increase the obligation of the Company with respect to the Assumed Liabilities beyond that of Rice, (b) waive any valid defense that was available to Rice or the Company with respect to the Assumed Liabilities or (c) enlarge any rights or remedies of any third party under the Assumed Liabilities. For the avoidance of doubt, the Company acknowledges and agrees that the Assumed Liabilities shall include any Losses (as defined below) arising or resulting from any claim that any of the Business IP infringes any patent, copyright or other proprietary right of any third party, regardless of whether the events giving rise to such claim occurred before, on or after the Effective Date (except in the case of Rice’s breach of Section 3.4 below).

2.5 *Grant Back License.* Upon the terms and subject to the conditions of this Agreement, the Company hereby grants to Rice a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual license to the Business IP (other than the Marks), without the right to

transfer or sublicense, for use in creating and developing derivative works solely for Rice's non-profit education, teaching and research activities; *provided*, that Rice will not engage in any for-profit enterprise utilizing the Business IP that is directly competitive with the Business and Rice will not distribute the Company's Business products (other than limited samples as a necessary part of Rice's non-profit education, teaching and research activities), whether through Connexions, Openstax or otherwise, without purchasing such products through the Company's distribution networks.

2.6 *Brand License.* Upon the terms and subject to the conditions of this Agreement, Rice hereby grants to the Company a non-exclusive license to the trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, and corporate names and general intangibles of a like nature associated with the name "Rice" or derivatives thereof employed in the operation of the Business as it is currently conducted or proposed to be conducted by Rice on the date hereof (collectively, "**Rice's Brand**"), for use by the Company in marketing the Business anywhere in the world ("**Brand License**"), *provided* such use is compliant with the Rice Brand Standards (as defined below). All goodwill associated with the Company's use of Rice's Brand shall accrue to Rice. The Company or Rice may terminate this license upon 90 days' notice. This Brand License is not intended to be, and will not be construed as, an assignment, in whole or in part, of Rice's Brand.

(a) The Company will use Rice's Brand only in the form in which it (or its component parts) is registered or pending registration and will not use, or authorize the use of, an abbreviated form of any of Rice's Brand. The Company will comply with Rice's general specifications and standards of trademark usage which are currently set forth at http://www.staff.rice.edu/Template_RiceBrand.aspx?id=4715 the "**Rice Brand Standards**").

(b) Except as specifically permitted herein, no other competing name, trademark (except Rice's Brand), inscription or design ("**Other Marks**") will (i) be affixed to packaging for the Company's Products bearing Rice's Brand or (ii) appear on signage or other displays bearing Rice's Brand, except if such Other Mark is used in such a way that it does not create confusion as to the source of the Products.

(c) So as to protect the goodwill associated with Rice's Brand, the Company will maintain the quality of the Products sold or distributed under Rice's Brand at a quality equal to or greater than the quality at which Rice maintains comparable Products as of the date hereof. Upon request of Rice, but in no event more than two times per year, the Company will furnish to Rice samples of the Products, or otherwise provide a means for sampling Products, within five days after such request, for the purpose of allowing Rice to verify proper trademark usage and that the quality of the Products meets Rice's quality standards. If Rice determines that any Products do not meet such quality standards, and if Rice notifies the Company of such failure and identifies the areas and extent of such noncompliance, promptly following such notice, the Company will take any and all actions required to bring the Products in compliance with

such quality standards or discontinue the use of Rice's Brand in connection with the particular Products which have failed to meet such quality standards.

(d) The Brand License shall not be construed as: (i) a warranty or representation by Rice as to the validity or scope of Rice's Brand; or (ii) a warranty or representation that any Products offered in association with Rice's Brand will not infringe any trademark of any third Person. The Company acknowledges that it is familiar with Rice's Brand and the history and background thereof.

(e) The Company agrees not to seek to register Rice's Brand (in any form) or register or utilize any other trademarks, trade names, service marks, designs or emblems confusingly similar thereto.

(f) The Company shall be responsible for complying with and assuring compliance with all laws and regulations applicable to its provision of Products bearing Rice's Brand.

(g) Other than with respect to third-party claims alleging that the use of Rice's Brand infringes any third Person's trademarks, the Company agrees to indemnify and hold Rice harmless against any claims and losses arising from or claimed to arise from the promotion or sale of Products by the Company under Rice's Brand.

(h) If a third-party action is commenced against the Company alleging that its use of Rice's Brand as allowed hereunder infringes any third Person's trademarks, the Company will promptly inform Rice of such action and Rice agrees to indemnify and hold the Company harmless against any such claims or related losses.

(i) The Company (i) acknowledges that Rice owns Rice's Brand, (ii) will never dispute the validity of Rice's Brand, (iii) will not take any action that would invalidate Rice's Brand or otherwise diminish Rice's proprietary rights to Rice's Brand or (iv) will not acquire any right or title to Rice's Brand adverse to Rice by virtue of the license granted to Company or claim any such right or title.

SECTION 3. *Representations and Warranties of Rice*

Rice represents and warrants to the Company as follows:

3.1 *Organization and Existence.* Rice is a non-profit corporation, duly formed, validly existing and in good standing under the laws of the state of Texas and has all requisite power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted.

3.2 *Authority and Approval.* Rice has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder. Further, the making of this Agreement does not violate any agreement existing between Rice and any third party.

3.3 *Noncontravention.* Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Rice or, upon transfer, the Company under such asset. If any transfer or license by Rice to, or any assumption by the Company of, any interest in any Business IP requires the consent of a third party, then such assignment or license shall be made subject to such consent being obtained. If any such consent referred to in this section is not obtained prior to the execution of this Agreement, Rice and the Company shall cooperate (at their own expense) in any lawful and commercially reasonable arrangement reasonably proposed by the Company under which the Company shall obtain the economic claims, rights and benefits under the asset, claim or right with respect to which the consent has not been obtained in accordance with this Agreement.

3.4 *Litigation.* There is no action, suit, inquiry, investigation or other proceeding pending or, to the knowledge of Rice, threatened against Rice or affecting the Business IP, at law or in equity, or in any court or before any arbitrator or any Governmental Authority (a) in which an adverse decision could, either in any single case or in the aggregate, have a material adverse effect on the Business IP or the business, operations, prospects, financial condition or results of operations of the Company or (b) which in any manner draws into question the validity of or otherwise affects the transactions contemplated by this Agreement.

3.5 *Business IP.* The Business IP being conveyed to the Company is being conveyed on an "as is" basis, and Rice makes no representations or warranties, express or implied, with respect thereto, including, but not limited to, representations or warranties (a) of commercial utility, (b) of merchantability of fitness for a particular purpose, or (c) that use of the Business IP will not infringe on any patent, copyright, trademark or other proprietary or property rights of others. In no event shall Rice be liable to the Company or to the Company's licensees, successors, assigns or any third party with respect to any claim arising from use of the Business IP or the manufacture, use, import or sale or offer for sale, lease or other transfer of property using the Business IP.

SECTION 4. *Representations and Warranties of the Company*

4.1 *Organization and Existence.* The Company is a corporation, duly formed, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to (a) own, operate and lease its properties and assets and to carry on its business as now conducted and (b) to issue and deliver the Consideration Shares to Rice.

4.2 *Authority and Approval.* The Company has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder. Further, the making of this Agreement does not violate any agreement existing between the Company and any third party.

4.3 *Due Authorization.* The Consideration Shares, when issued and delivered to Rice, will be duly authorized, validly issued, fully paid and non-assessable.

SECTION 5. *Indemnification*

5.1 *Rice Indemnity.* Rice agrees to indemnify, defend and hold harmless the Company and its officers, directors, employees and agents from and against any and all third party claims for losses, costs, liabilities or expenses (including but not limited to reasonable attorney's fees) ("**Losses**") arising or resulting from any breach by Rice of its representations and warranties set forth in Article III.

5.2 *Company Indemnity.* The Company agrees to indemnify, defend and hold harmless Rice and its officers, directors, employees and agents from and against any and all third party claims for all Losses arising or resulting from (a) any breach by the Company of its representations and warranties set forth in Article IV, (b) the Assumed Liabilities, (c) use of the Business IP or (d) a breach by the Company of any of its obligations pursuant to Section 2.6 with respect to Rice's Brand or the Brand License.

5.3 *Indemnification Procedures.* The indemnifying Party shall, at its own expense, defend the indemnified Party against any action or proceeding involving a claim in respect of which the indemnified Party is entitled to indemnification under this Section 5 (in each instance, a "**Claim**") provided that (a) the indemnified Party promptly notifies the indemnifying Party of any Claim, (b) the indemnifying Party has sole control of the settlement or defense action against the indemnified Party to which this indemnity relates and (c) the indemnified Party reasonably cooperates with the indemnifying Party to facilitate such settlement or defense. Notwithstanding the foregoing, (i) the indemnifying Party may not settle any Claim or consent to any judgment without first obtaining the written consent of the indemnified Party, such consent not to be unreasonably conditioned, withheld or delayed, unless such settlement includes an unconditional release of the indemnified party for liability arising out of such Claim and (ii) the indemnified Party may, in its sole discretion, participate in its own defense at its own expense.

SECTION 6. *Miscellaneous*

6.1 *Notices.* Any notice required or permitted to be given under this Agreement shall be delivered (a) by hand, (b) by registered or certified mail, postage prepaid, return receipt requested (c) by reputable overnight courier to the address set forth in the preamble to this Agreement or (d) via email, in each case to the applicable address set forth below:

If to Rice:

Rice University
6100 S. Main Street, MS 93
Houston, TX 77005
Attn: Katherine Collins, Vice President for Finance
Email: kcollins@rice.edu

With a copy to:

Rice University
6100 S. Main Street, MS 94

Houston, TX 77005
Attn: Richard A. Zansitis, Vice President and General Counsel
Email: Zansitis@rice.edu

If to the Company:

Accelerate Learning Inc.
5615 Kirby Drive, Suite 310
Houston, Texas 77005
Attn: Vernon Johnson, President and CEO
Email: vjohnson@acceleratelearning.com

6.2 *Headings.* The Article and Section headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not limit, extend or otherwise affect the meaning or interpretation of the terms and provisions of this Agreement.

6.3 *Entire Agreement; Amendment; Severability.* This Agreement contains the entire understanding of the Parties hereto with regard to the subject matter contained herein, and supersedes and terminates all prior agreements or understandings, whether written or oral, between the Parties hereto with regard to the subject matter contained herein. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each Party. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties expressed herein.

6.4 *Successors and Assigns; Parties in Interest.* Neither party may assign this agreement (whether by operation of law or otherwise) without written consent from the other party, which may be withheld in such other party's sole discretion. Subject to the foregoing sentence, this agreement shall be binding on and inure to the benefit of the parties' respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than the indemnified parties specified in Section 5 (with respect to the provisions of Section 5), any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, and no other Person shall be deemed a third-party beneficiary under or by reason of this Agreement.

6.5 *Choice of Law.* This letter agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas for contracts made and to be fully performed in such state, without giving effect to any choice-of-law rules that would require the application of the laws of another jurisdiction.

6.6 *Availability of Equitable Relief.* Each of the Parties hereto recognizes that irreparable injury may result from a breach of any provision of this Agreement and that money damages may be inadequate to fully remedy the injury. The Parties hereto agree that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement in any court of competent jurisdiction this being in addition to any other remedy to which they are

entitled at law or in equity. In connection with any request for specific performance or equitable relief by any Party hereto, each of the other Parties waive any requirement for the security or posting of any bond in connection with such remedy.

6.7 *Further Assurances.* Rice and the Company hereby agree to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate or implement the transactions contemplated by this Agreement.

6.8 *Execution.* This letter agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. This letter agreement may be executed and delivered by facsimile or .pdf.

[*Signature Page Follows*]

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

WILLIAM MARSH RICE UNIVERSITY

By: Katherine E Collins
Name:
Title: VP for Finance

ACCELERATE LEARNING INC.

By: Vernon Johnson
Name: Vernon Johnson
Title: Chief Executive Officer

EXHIBIT A**DOMAINS**

Domain Name	TLD	Expiration Date	Status
ACCELERATELEARNING.COM	.com	5/28/2015	Active
BLUEOWLEARNING.COM	.com	7/25/2015	Active
BLUEOWLEDUCATION.COM	.com	7/25/2015	Active
BLUEOWLLEARNING.COM	.com	7/26/2015	Active
GATEWAYSTODISCOVERY.COM	.com	4/5/2018	Active
LEARNINFORMATICS.ORG	.org	N/A	N/A
OWLEARNING.COM	.com	9/23/2015	Active
RESTAART.COM	.com	9/8/2014	Active
RICELEARNING.COM	.com	10/2/2015	Active
STAARSCOPE.COM	.com	1/26/2015	Active
STAARSCOPE.ORG	.org	1/26/2015	Active
STAARSCOPEDEV.COM	.com	N/A	N/A
STEKSCOPEPSI.COM	.com	4/5/2018	Active
STEM-ENGINEERING.COM	.com	8/7/2015	Active
STEM-MATH.COM	.com	8/7/2015	Active
STEM-SCIENCE.COM	.com	8/7/2015	Active
STEM-TECHNOLOGY.COM	.com	8/7/2015	Active
STEMCHECK.COM	.com	4/11/2015	Active
STEMCHECK.ORG	.org	4/11/2015	Active
STEMCOACH.COM	.com	8/19/2023	Active
STEMK-12.COM	.com	9/18/2015	Active
STEMK12LEARNING.COM	.com	10/14/2015	Active
STEMLEARNINGGROUP.COM	.com	10/14/2015	Active
STEMLEARNINGK-12.COM	.com	9/18/2015	Active
STEMSCOPELEARNING.COM	.com	10/14/2015	Active
STEMSCOPE.COM	.com	10/1/2015	Active
STEMSCOPE.INFO	.info	10/2/2014	Active

STEMSCOPES.NET	.net	10/2/2014	Active
STEMSCOPES.ORG	.org	10/2/2014	Active
STEMSCOPES2.COM	.com	11/29/2014	Active
STEMSCOPES2.NET	.net	11/29/2014	Active
STEMSCOPES2.ORG	.org	11/29/2014	Active
STEMSCOPESAPP.COM	.com	11/29/2014	Active
STEMSCOPESAPP.NET	.net	11/29/2014	Active
STEMSCOPESAPP.ORG	.org	11/29/2014	Active
STEMSCOPESDEV.COM	.com	7/5/2014	Active
STEMSCOPESENGINEERING.COM	.com	8/7/2015	Active
STEMSCOPESLEARNING.COM	.com	10/14/2015	Active
STEMSCOPESMATH.COM	.com	8/7/2015	Active
STEMSCOPESNGSS.COM	.com	4/5/2018	Active
STEMSCOPESPREK.COM	.com	4/5/2018	Active
STEMSCOPESSCIENCE.COM	.com	8/7/2015	Active
STEMSCOPESTECHNOLOGY.COM	.com	8/7/2015	Active
STEMSCOPESTEXAS.COM	.com	4/5/2018	Active
STEMSCOPESTX.COM	.com	4/5/2018	Active
STEMSCOPESV2.COM	.com	11/29/2014	Active
STEMSCOPESV2.NET	.net	11/29/2014	Active
STEMSCOPESV2.ORG	.org	11/29/2014	Active
TAKSCOPES.COM	.com	11/2/2015	Active

EXHIBIT B

MARKS

MARK	U.S. REGISTRATION NUMBER
Staarscopes (Word only)	4,115,815
Staarscopes Design	4,112,657
Staarscopes Logo	4,010,716
Stem Scopes	4,093,976
Stem**Scopes And Design	4,093,975
Stemcoach (Word only)	4,411,271
Stemscopedia	4,486,648