

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
My Learning Plan, Inc.		05/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Frontline Technologies Group LLC		
Street Address:	397 Eagleview Boulevard		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4453155	MYLEARNINGPLAN OASYS	
Registration Number:	4507465	OPENPD	
Registration Number:	4516006	OPENPD	
Registration Number:	4607194	MLPOASYS	
Registration Number:	4663479	MLPOOPENPD	
Registration Number:	2797700	MY LEARNING PLAN	
Registration Number:	2775895	MYLEARNINGPLAN	
Registration Number:	2788923	MYLEARNINGPLAN.COM	
Registration Number:	4577271	THINKLET	
Registration Number:	2775893	MYLEARNINGPLAN.COM	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$265.00 4453155

ATTORNEY DOCKET NUMBER:	1989.392
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	05/04/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of May 1, 2015, by and between My Learning Plan, Inc., a Delaware corporation (the “Assignor”) and Frontline Technologies Group LLC, a Delaware limited liability company (the “Assignee”) (each of the foregoing a “Party”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as in the Asset Purchase Agreement by and among, *inter alia*, Assignor and Assignee, dated as of May 1, 2015 (the “APA”). This Agreement shall be effective as of 12:01 am on May 1, 2015.

RECITALS

WHEREAS, this Agreement is entered into by Assignor and Assignee pursuant to the APA;

WHEREAS, Assignor wishes to assign to the Assignee, and the Assignee wishes to accept, the assignment of all of Assignor’s right, title and interest in and to the Intellectual Property rights subject to the APA, which includes, but is not limited to, the Intellectual Property listed on Schedules A, B and C hereto (which lists the Intellectual Property identified on Schedules 5.13 of the Disclosure Schedules to the APA); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Section 1. Assignment of the Trademarks.

1.1 Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor’s right, title and worldwide interest, in and to the trademarks listed on Schedule A (the “Trademarks”), including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

Section 2. Assignment of Systems and Software. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor’s right, title and worldwide interest, in and to the systems and the software, including any source, object code, algorithms, methods, procedures, designs and databases and derivative applications

related thereto, listed on Schedule B (the “Systems and Software”), including all related trade secret rights and the right to sue for past, present and future infringement, misappropriation or other violation of the rights in the Systems and Software, and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

Section 3. Assignment of Domain Names. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor’s right, title and worldwide interest, in and to the domain names listed on Schedule C (the “Domain Names”), together with the goodwill connected with the use thereof and symbolized by the Domain Names. The Assignor shall declare to its registrar the Assignor’s consent and confirmation to the transfer to Assignee of the Domain Names, or take such other actions required to effectuate the transfer of the Domain Names as required by the applicable registrar, promptly upon the request of Assignee, Assignee’s or the Assignor’s registrar or Assignee’s agent or representative.

Section 4. Assignment of Unregistered Copyrights. Assignor holds no registered copyrights, but certain works included in the Purchased Intellectual Property may be protected by the copyright laws of the United States and/or the laws of foreign jurisdictions (the “Unregistered Copyrights”). Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all right title and interest to the Unregistered Copyrights, and the right (but not the obligation) to assert such Unregistered Copyrights and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Section 5. Conflicts. In the event of any conflict between this Agreement and the APA, the provisions of the APA shall prevail.

Section 6. Amendments and Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto and acknowledged and agreed in writing by the Parties. No waiver by any Party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 7. Assignment; Parties in Interest. Neither this Agreement nor any of the rights, duties or obligations of either Party may be assigned or delegated by either Party hereto except with the prior written consent of Assignor and the Assignee. Nothing in this Agreement shall confer upon any Person not a party to this Agreement (other than an assignee permitted pursuant hereto) any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

Section 8. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic method), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the State of Pennsylvania to be applied. In furtherance of the foregoing, laws of the State of New York will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

Section 10. Jurisdiction and Service of Process. Any Proceeding brought by any Party hereto seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any court located in the State of New York. Each party hereto hereby submits to the jurisdiction of any such courts having subject matter jurisdiction in any Proceeding brought by any other party hereto seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such suit, action or Proceeding brought in any such court has been brought in an inconvenient forum.

Section 11. Specific Performance. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any other agreements contemplated hereby were not performed in accordance with the terms hereof. Accordingly, the parties agree that, in addition to all other remedies available to the Parties at law or in equity, each of them shall be entitled to injunctive relief to prevent breaches of the terms of this Agreement and to specific performance of the terms hereof.

Section 12. Notices. All notices, requests, demands, claims, and other communications required or permitted hereunder shall be made in accordance with the APA.

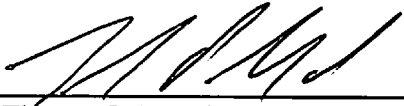
Section 13. Severability. It is the desire and intent of the Parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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

ASSIGNOR

MY LEARNING PLAN, INC.

By: 
Name: Thomas P. Murphy, Jr.
Title: CEO

ASSIGNEE


FRONTLINE TECHNOLOGIES GROUP LLC

By: _____
Name:
Title:

TJM

ASSIGNEE

FRONTLINE TECHNOLOGIES GROUP LLC

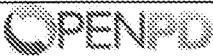
By:  _____

Name: Todd Orlando

Title: Chief Financial Officer & Secretary

SCHEDULE A

Trademarks

Registered IP	Jurisdiction	Registration/ Serial Number
MyLearningPlan	Australia	1235780
MyLearningPlan	Canada	744241
MyLearningPlan	European Community	6834592
MYLEARNINGPLAN OASYS	United States	4453155 / 85565438
OPENPD	United States	4507465 / 85842538
	United States	4516006 / 85842585
MLPOASYS	United States	4607194 / 86093699
MLPOOPENPD	United States	4663479 / 86286849
MY LEARNING PLAN	United States	2797700 / 78198466
MYLEARNINGPLAN	United States	2775895 / 78198483
MyLearningPlan.com	United States	2788923 / 78198528
MYLEARNINGPLAN.COM	United States	2775893 / 78198455
thinklet	United States	4577271 / 85967835

TW

SCHEDULE B

Systems and Software

MLP Products	
MLPPDMS	Professional Development Management System
MLPOASYS	Observation and Appraisal System
MLPElevate	Video-based evaluator training and calibration tool
ETS Classroom Video Library	Authentic classroom videos available by subscription
Stronge Hiring Protocol	Research based method of candidate screening
MLPOpenPD	Online course delivery tool
MLPSurvey	Online tool for surveying teachers, parents, and students
MLPWebReg	Customizable solution for professional development providers, allowing them to effectively manage their online course catalog, enrollment/registration, payment processing, reporting and more
EvidencePro	Online observation data tool - developed with AFT. Provided to users at no cost.

TM

SCHEDULE C

Domain Name Registrations

Domain Name Registrations	
www.mlpelevate.com	Created Date: 2012-02-20 Registration Expiration Date: 2015-02-20
www.openpd.com	Created Date: 2013-04-27 Registration Expiration Date: 2016-07-12
Mylearningplan.com	Registration Expiration Date: 2020-03-07

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