

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHW Enterprises, LLC		05/13/2015	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	AdvancePath Academics, Inc.		
Street Address:	4125 Ironbound Road, Suite 201		
City:	Williamsburg		
State/Country:	VIRGINIA		
Postal Code:	23188		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78638410	SCHOLARCENTRIC	
Serial Number:	86384044	SCHOLARCENTRIC	
Serial Number:	78913631	SUCCESS HIGHWAYS	
Serial Number:	86373341	SUCCESS HIGHWAYS	
Serial Number:	86332223	SUCCESS HIGHWAYS	
Serial Number:	86373404	SUCCESS HIGHWAYS ACTIVITY JOURNAL	
Serial Number:	86373542	CLEAR PATH, POWERED BY SCHOLARCENTRIC	
Serial Number:	85169013	ACADEMIC RISK INDEX	
CORRESPONDENCE DATA			
Fax Number:	8049167271		
<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:	804-916-7160		
Email:	trademarksri@leclairryan.com		
Correspondent Name:	Janet W. Cho, LeClairRyan		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	28427.0005		

CH \$215.00 78638410

NAME OF SUBMITTER:	Janet W. Cho
SIGNATURE:	/Janet W. Cho/
DATE SIGNED:	05/15/2015
Total Attachments: 5 source=AdvancePath Assignmentf#page1.tif source=AdvancePath Assignmentf#page2.tif source=AdvancePath Assignmentf#page3.tif source=AdvancePath Assignmentf#page4.tif source=AdvancePath Assignmentf#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 13, 2015, is made by SHW Enterprises, LLC, a Colorado limited liability company (“**SHW**”), located at 2406 W. 32nd Avenue, Suite C, Denver, Colorado 80211, in favor of AdvancePath Academics, Inc., a Delaware corporation (the “**Company**”), located at 4125 Ironbound Rd, Suite 201, Williamsburg, Virginia 23188, the acquirer of certain assets of SHW pursuant to an Asset Purchase Agreement, dated as of May 13, 2015 (as the same may be amended, the “**Purchase Agreement**”), by and between SHW and the Company. Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, SHW has sold, conveyed, transferred and assigned to the Company, among other assets, certain intellectual property of SHW and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHW hereby irrevocably contributes, conveys, transfers and assigns to the Company, free and clear of any and all Encumbrances other than Permitted Encumbrances, and the Company hereby accepts, all of SHW’s right, title and interest in and to the following (the “**Assigned IP**”):
 - a. the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b. all rights of any kind whatsoever of SHW accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. SHW hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Company. Following the date hereof, upon the Company's reasonable request, SHW shall take such steps and actions, and provide such cooperation and assistance to the Company and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to the Company, or any assignee or successor thereto. All costs and filing fees associated with compliance with the foregoing shall be paid by the Company.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of SHW and the Company with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware without reference to choice of law principles.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, SHW has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

SHW ENTERPRISES, LLC

By: _____

Name:

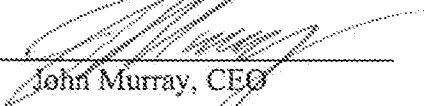
Title:

Address for Notices:

AGREED TO AND ACCEPTED:

ADVANCEPATH ACADEMICS, INC.

By: _____



John Murray, CEO

Address for Notices:

4125 Ironbound Rd, Suite 201
Williamsburg, Virginia 23188

IN WITNESS WHEREOF, SHW has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

SHW ENTERPRISES, LLC


By: 

Name: Jordan Scharg
Title: Chief Financial Officer

Address for Notices:
2406 West 32nd Avenue, Suite C
Denver, CO 80211

AGREED TO AND ACCEPTED:

ADVANCEPATH ACADEMICS, INC.

By: 
John Murray, CEO

Address for Notices:
4125 Ironbound Rd, Suite 201
Williamsburg, Virginia 23188

Schedule A
Assigned Trademarks Registrations and Trademark Applications

Mark	Type	Serial Number	Documents Filed	Status	Additional Filings Pending	Register
Scholarcentric®	Standard characters	78638410-existing categories 86384044-additional categories	Section 8 and 15 filed for serial no. 78638410	Active (serial no. 78638410); NOA issued for additional categories, filing deadline for SOU-8.17.15	<ul style="list-style-type: none"> • Additional categories 	Principal
Success Highways®	Standard characters	78913631-existing categories 86373341-additional categories 86332223-stylized mark	Section 8 and 15 filed for serial no. 78913631	Active(serial no. 78913631); NOA issued for additional categories, filing deadline for SOU-8.17.15; Correspondence received from USPTO on 4/16/15 requesting new specimen for serial no. 86332223	<ul style="list-style-type: none"> • Stylized mark • Additional categories 	Principal
Success Highways Student Activity Journal	Standard characters	86373404		NOA issued, filing deadline for SOU-8.17.15		Principal
Clear Path Powered by Scholarcentric	Standard characters	86373542		NOA issued, filing deadline for SOU-8.17.15		Principal
Academic Risk Index®	Standard Characters	85169013		Active		Supplemental