

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Teacher LLC		03/31/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	dgedu Enterprises LLC		
Street Address:	444 N. Michigan Avenue, Ste. 2880		
Internal Address:	Attn: Charles Fred and General Counsel		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4233079	TEACHER AS ARCHITECT	
Registration Number:	4234200	MODERN TEACHER PRESS	
Registration Number:	4425132	MODERN TEACHER	
Serial Number:	86554142	LESSON ENGINE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	45545000003		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	05/29/2015		

CH \$115.00 4233079

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made as of March 31, 2015, by Modern Teacher LLC, an Illinois limited liability company ("Assignor"), to digedu Enterprises LLC, an Illinois limited liability company (the "Company" or "Assignee"). Capitalized terms used but not defined herein shall be as defined in the Asset Contribution Agreement (as defined below).

RECITALS

The Company and Assignor are parties to that certain Asset Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which the parties have agreed that Assignor shall distribute, assign, transfer and convey to Assignee the Assets, including without limitation, the trademarks and domain names listed on Schedule A, annexed hereto and incorporated herein by reference (the "Intellectual Property").

In accordance therewith, Assignor desires to transfer and assign to the Company, and the Company desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer. Assignor, for and in exchange for good and valuable consideration, does hereby transfer, grant, convey, assign, and relinquish exclusively to the Company all of Assignor's right, title, and interest in and to the Intellectual Property, and the Company hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith, all rights to sue for infringement of any of the Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Company, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor, had this Assignment not been made.

2. Further Assurances. Assignor shall execute and deliver, from time to time after the date hereof upon the request of the Company, such further conveyance instruments, and take such further actions as may be reasonably necessary to evidence more fully the transfer of ownership of the Intellectual Property to the Company at no cost to Assignor. Assignor therefore agrees to:

(a) execute, acknowledge, and deliver any affidavits or documents reasonably necessary to evidence the assignment and conveyance of the Intellectual Property;

(b) provide testimony (after reimbursement for out-of-pocket expenses) in connection with any proceeding affecting the right, title, interest, or benefit of the Company's interests in the Intellectual Property; and

(c) perform any other acts reasonably necessary to carry out the intent of this Assignment.

3. Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Company has succeeded to all of Assignor's right, title, and standing to:

(a) receive all rights and benefits pertaining to the Intellectual Property;

(b) institute and prosecute all suits and proceedings, and take all actions that the Company, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Intellectual Property; and

(c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Company, in its sole discretion, deems advisable.

4. Governing Law. This Assignment shall be governed in all respects by the substantive laws of the State of Illinois, without regard to choice of law principles.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto, together with their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts (which may include counterparts delivered by facsimile or other electronic means), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Entire Agreement. This Assignment is intended to effectuate the terms of the Contribution Agreement and in the event of any inconsistency, ambiguity or conflict between the terms herein and the Contribution Agreement, the terms of the Contribution Agreement shall prevail.

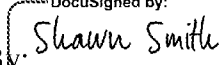
[SIGNATURE PAGE FOLLOWS]

Signature Page to Assignment of Intellectual Property Rights

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the date first above written.

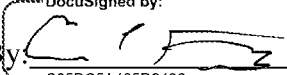
ASSIGNOR:

MODERN TEACHER LLC, an Illinois
limited liability company

DocuSigned by:

By: _____
Name: Shawn Smith
Title: Chief Executive Officer

ASSIGNEE:

DIGEDU ENTERPRISES LLC, an Illinois
limited liability company

DocuSigned by:

By: _____
Name: Charles Fred
Title: Ceo

SCHEDULE A**Trademarks:**

Trademark	Serial Number / Registration Number	Filing Date / Registration Date
Teacher as Architect	Serial Number: 85550125 Registration Number: 4233079	Filing Date: 2/22/2012 Registration Date: 10/30/2012
Modern Teacher Press	Serial Number: 85614258 Registration Number: 4234200	Filing Date: 5/2/2012 Registration Date: 10/30/2012
Modern Teacher	Serial Number: 85872874 Registration Number: 4425132	Filing Date: 3/11/2013 Registration Date: 10/29/2013
Lesson Engine	Serial Number: 86554142 Registration pending.	Filing Date: 3/5/2015

Domain Names:

MODERNTeacherPRESS.COM
 MODERNTeacher.COM
 MODERNTeacherPD.COM
 MODERNTeacherEXCHANGE.COM
 MODERNTeacherREPORT.COM
 MODERNTeacherCOMPANY.COM
 MODERNTeacherCO.COM
 TEACHERASARCHITECT.COM
 TEACHERASARCHITECT.NET
 TEACHERASARCHITECT.ORG
 MODERNTeacherFOUNDATION.COM
 MODERNTeacherFOUNDATION.ORG