

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	02/06/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
One on One Marketing, LLC	FORMERLY One on One Marketing, Inc.	02/06/2015	LIMITED LIABILITY COMPANY: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
One on One Marketing Holdings, LLC	02/06/2015	LIMITED LIABILITY COMPANY: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	SchoolAdvisor, LLC
Street Address:	28100 US Highway 19, Suite 204
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33761
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3831721	CLASSESANDCAREERS.COM
Registration Number:	3869500	CLASSESANDCAREERS.COM
Registration Number:	4058693	

CORRESPONDENCE DATA

Fax Number: 2122169559
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: 212-246-0900
Email: jwueller@kleinmoynihan.com
Correspondent Name: Joshua R. Wueller
Address Line 1: 450 Seventh Ave, 40th Floor
Address Line 2: Klein Moynihan Turco LLP
Address Line 4: New York, NEW YORK 10123

OP \$90.00 3831721

NAME OF SUBMITTER:	Joshua R. Wueller
SIGNATURE:	/Joshua R. Wueller/
DATE SIGNED:	07/31/2015
Total Attachments: 8 source=20150729083148#page1.tif source=20150729083148#page2.tif source=20150729083148#page3.tif source=20150729083148#page4.tif source=20150729083148#page5.tif source=20150729083148#page6.tif source=20150729083148#page7.tif source=20150729083148#page8.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into and effective as of February 6, 2015, by and between One on One Marketing Holdings, LLC (the "Buyer") and One on One Marketing, LLC ("1on1"), One on One Career Institute, LC, Uno Enterprises, LC, Lavalinx, LLC, Degreeseach, LLC, and Lead Media Partners, LLC (collectively, the "Companies") acting through BGA Management, LLC d/b/a Alliance Management (and its agent Alex Smith) solely in its capacity as the court-appointed receiver (the "Receiver") of the Companies, their assets and their businesses. The Companies, acting through the Receiver, are the "Seller" herein, and the Buyer and the Seller are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS



G. The Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, substantially all of the Seller's assets (as detailed below) free and clear of liens, claims and encumbrances.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereby agree as follows.

DEFINITIONS

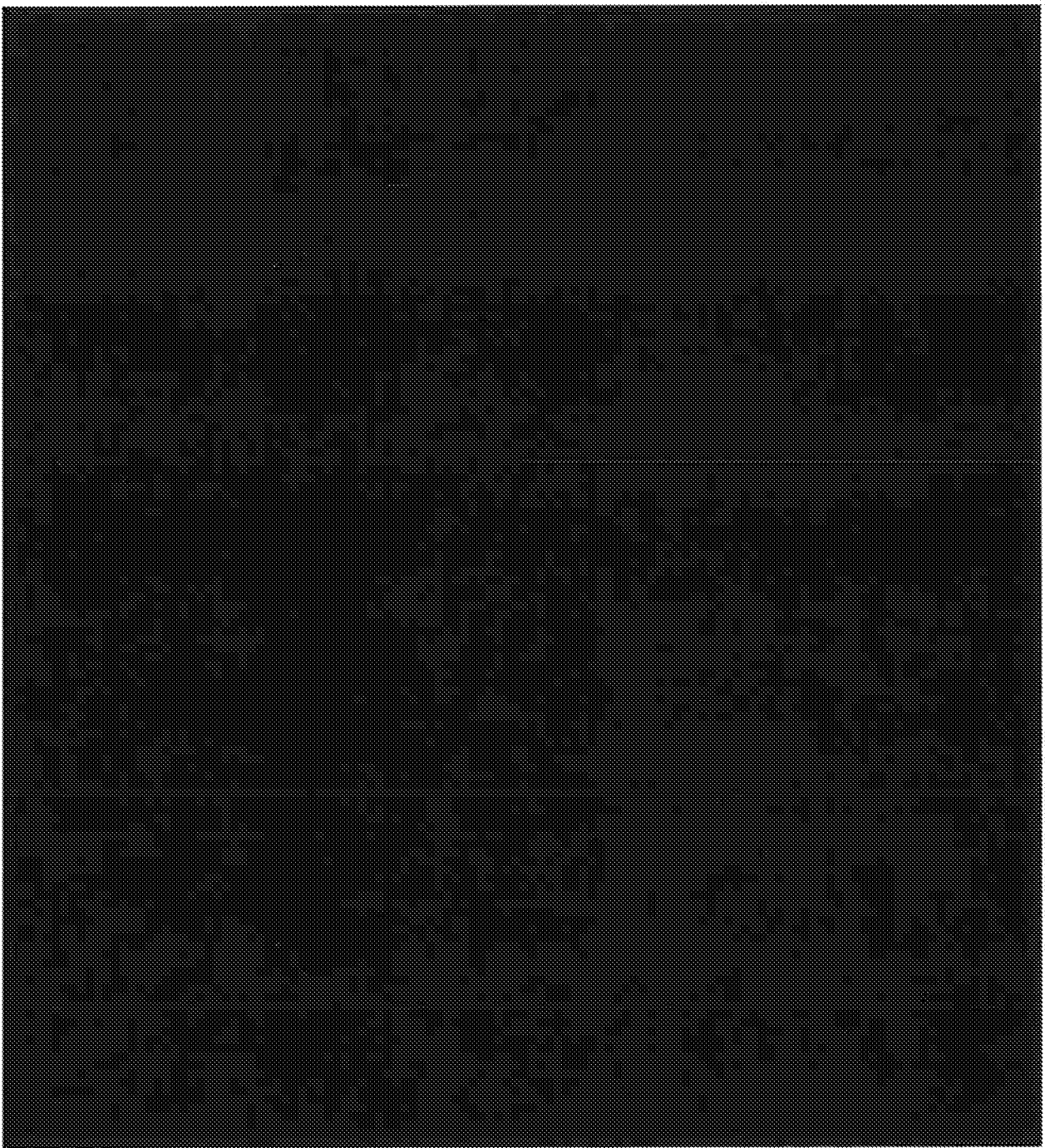
The following terms shall have the meanings set forth below as used in this Agreement:



“Assets” means the following assets:

- (a) all Inventories;
- (b) all Accounts Receivable;
- (c) all Intangible Property;
- (d) all Intellectual Property;
- (e) all Equipment;
- (f) the Assumed Contracts;
- (g) the Office Lease;
- (h) the business books and records of the Companies, however the Receiver may obtain copies, at Receiver’s sole cost and expense, of all books and records Receiver reasonably deems necessary to administer the Seller’s receivership estate, and Buyer shall reasonably cooperate with providing to Seller any information requested from such books and records; and
- (i) all goodwill and going concern value in or arising from the Assets and the Business;





“Intellectual Property” means all United States and foreign patents, patent registrations and patent applications, patent licenses, trade names, brand names, logos, trademarks, trademark licenses, service marks and trademark registrations (and applications therefor, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications), copyrights, copyright registrations, copyright licenses (and applications therefor,

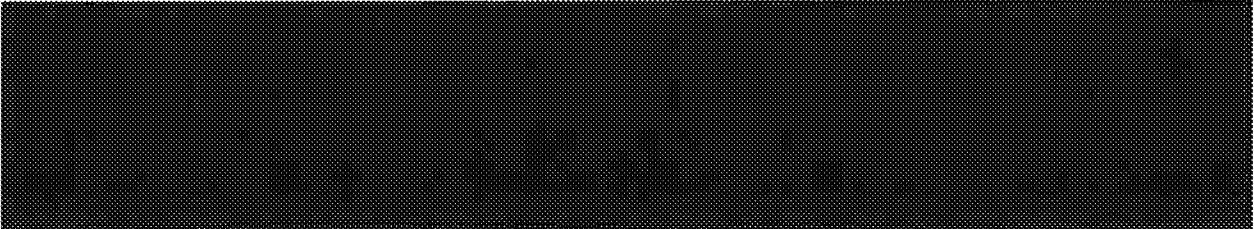
and all issuances, extensions and renewals of such registrations and applications), confidential information, trade secrets, inventions, processes, designs, devices, know-how, show-how, recipes, formulae, methods, compositions, operating manuals, computer software), technology or the like, and all applications for any of the foregoing, in each case, held by the Companies and as used in the conduct of the Business, together with the goodwill associated therewith and including all rights to sue for past infringement in connection therewith. Intellectual Property includes, but is not limited to, the domain names listed on Exhibit F and the United States Trademarks listed on Exhibit G attached hereto.





**ARTICLE I
PURCHASE AND SALE**

Section 1.01. Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, the Seller shall sell, assign, transfer, convey and deliver to the Buyer, and the Buyer shall accept, acquire and take assignment and delivery of, all of the Assets. The Seller shall transfer the Assets to the Buyer pursuant to a Bill of Sale substantially in the form of Exhibit B. The Buyer shall purchase the Assets free and clear of all Encumbrances pursuant to the Order Confirming Sale. The Buyer acknowledges that it is not purchasing, and the Seller is not selling, any of the Excluded Assets under this Agreement. Except as otherwise expressly provided in this Agreement, Buyer is not assuming any liability, obligation, claim or expense of Seller, whether incurred prior to, on or subsequent to the Closing Date, and whether absolute, contingent, accrued, known or unknown.



IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

BGA MANAGEMENT, LLC d/b/a
ALLIANCE MANAGEMENT, THROUGH
ITS AGENT ALEX SMITH—APPOINTED
RECEIVER OF THE ASSETS OF THE
COMPANIES

By: 
Name: Alex Smith
Title: Consultant

ONE ON ONE MARKETING
HOLDINGS, LLC

By: ONE ON ONE MARKETING
HOLDINGS MANAGEMENT, LLC,
its manager

By: _____
Its: _____

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

BGA MANAGEMENT, LLC d/b/a
ALLIANCE MANAGEMENT, THROUGH
ITS AGENT ALEX SMITH—APPOINTED
RECEIVER OF THE ASSETS OF THE
COMPANIES

By: _____
Name: Alex Smith
Title: Consultant

ONE ON ONE MARKETING
HOLDINGS, LLC

By: ONE ON ONE MARKETING
HOLDINGS MANAGEMENT, LLC,
its manager

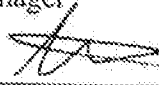
By:  _____
Its: Manager

Exhibit G

United States Trademarks

	Mark	Serial No.	Registration No.	Owner
1.	CLASSESANDCAREERS.COM	77909427	3831721	One on One Marketing, Inc.
2.	CLASSESANDCAREERS.COM	77909433	N/A -- published for opposition	One on One Marketing, Inc.
3.	ONE ON ONE MARKETING	85153209	N/A	One on One Marketing, Inc.
4.	IONI.COM	85153209	N/A	One on One Marketing, LLC
5.	OOO Logo	85153207	4058693	One on One Marketing, LLC