

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classbook Inc.		02/12/2016	COMPANY:
RECEIVING PARTY DATA			
Name:	@A GLANCE SOFTWARE INC.		
Street Address:	418 Broadway		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12207		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC	
Serial Number:	86365678	NO TEACHER LEFT BEHIND	
Registration Number:	4720386	OPENROOM ADVISORY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	518-449-0044		
Email:	ptocommunications@hoffmanwarnick.com		
Correspondent Name:	Michael F Hoffman		
Address Line 1:	540 Broadway		
Address Line 4:	Albany, NEW YORK 12207		
ATTORNEY DOCKET NUMBER:	CLASS-0001		
NAME OF SUBMITTER:	Michael F Hoffman		
SIGNATURE:	/michael f hoffman/		
DATE SIGNED:	02/12/2016		
Total Attachments: 5			
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IP ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of February 12, 2016 (the "Effective Date"), is entered into by and between:

- (1) CLASSBOOK.COM, INC.
- (2) AT A GLANCE SOFTWARE, INC.
- (3) CLASSBOOK INC.

("Assignors") and @A GLANCE SOFTWARE INC., a New York corporation, ("Assignee"). Assignors and Assignee will hereinafter be referred to interchangeably in the singular as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CLASSBOOK.COM, INC., AT A GLANCE SOFTWARE, INC. and CLASSBOOK INC., are assumed names created and used by @A GLANCE SOFTWARE INC.;

WHEREAS, Assignors are the owner of the entire right, title and interest in, to and under those United States and foreign patents, patent applications, trademarks and trademark applications listed in Schedule A and the goodwill associated therewith (collectively, the "Assigned Intellectual Property"); and

WHEREAS, Assignee wishes to acquire and Assignors wishes to assign all of Assignors' right, title and interest in and to the Assigned Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and the covenants, representations, warranties and agreements made herein, and of the benefits to be derived hereby, and for other good and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Assignment. Assignors hereby irrevocably sell, assign, transfer and set over to Assignee all of Assignors' right, title and interest in and to the Assigned Intellectual Property, the goodwill associated with the Assigned Intellectual Property, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing, utility patents, improvements or additions, utility model and appearance and industrial design patents and inventor's certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date

or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

In the event that any previous assignments of the listed Patents are deemed improper or unenforceable, then Anthony Pfister, as sole inventor, hereby assigns his rights in the patent or patents in accordance with the terms herein to @A GLANCE SOFTWARE, INC.

2. Recordation. Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Assigned Intellectual Property, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee will have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Intellectual Property.

3. No Third-Party Beneficiary. This Assignment is made for the sole benefit of the Parties and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or will confer upon any other Person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

4. Governing Law. This Assignment 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 conflict of Law provision or rule that would cause the application of the Laws of a jurisdiction other than Delaware. Despite the above, the substantive law of the jurisdiction of each respective Assigned Intellectual Property governs the validity and enforceability of the subject Assigned Intellectual Property.

5. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by such provision or its severance herefrom and (d) in lieu of such provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such provision as may be possible.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment. Signatures of the Parties transmitted by facsimile or electronic transmission (i.e., email or in pdf. format) will be deemed to be original signatures for all purposes.

7. Jurisdiction and Venue. Any and all claims, questions, or disputes regarding the interpretation, performance, and enforceability of this Assignment, the rights and remedies of the Parties hereunder, and all related actions or counterclaims will be initiated and prosecuted in the

state or federal court located in the City of Albany, New York. The Parties further agree to submit to the jurisdiction of these courts.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

CLASSBOOK.COM, INC.

By: 
Name: Anthony Pfister
Title: CEO

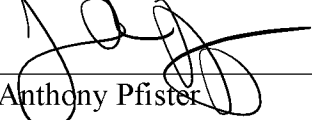
AT A GLANCE SOFTWARE, INC.

By: 
Name: Anthony Pfister
Title: CEO

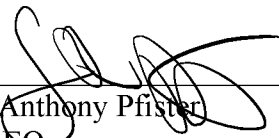
CLASSBOOK INC.

By: 
Name: Anthony Pfister
Title: CEO

INVENTOR

By: 
Name: Anthony Pfister

@A GLANCE SOFTWARE INC.

By: 
Name: Anthony Pfister
Title: CEO

SCHEDULE A

Assigned Trademarks

Trademark	Serial No.	Registration No.	Application Date	Registration Date
CLASSBOOK.COM ORDER ONLINE, NOT IN LINE Assignor: AT A GLANCE SOFTWARE, INC.	86/365678	4352763	8/13/2014	6/18/2013
CLASSBOOK Assignor: AT A GLANCE SOFTWARE, INC.	85/794074	4438832	12/4/2012	11/26/2013
CLASSBOOK.COM Assignor: AT A GLANCE SOFTWARE, INC.	85/794085	4438833	12/4/2012	11/26/2013
VIRTUAL BACKPACK Assignor: CLASSBOOK.COM, INC.	86/365613	4793262	8/13/2014	8/18/2015
IMPROVING THE STUDENT LEARNING EXPERIENCE Assignor: CLASSBOOK INC.	86/365850	4719609	8/13/2014	4/14/2015
NO TEACHER LEFT BEHIND Assignor: CLASSBOOK INC.	86/365678		8/13/2014	
OPENROOM ADVISORY Assignor: CLASSBOOK INC.	86/435892	4720386	10/27/2014	1/27/2015

Assigned Patents

Assignor: CLASSBOOK.COM, INC.

Country or Region	Title	Application No.	Filing Date	Patent No.	Status
US	INDEXING AND PROVIDING ELECTRONIC PUBLICATIONS IN A NETWORKED COMPUTING ENVIRONMENT	13/556536	7/24/2012		Abandoned
US	EBOOK MANAGEMENT AND FULFILLMENT SYSTEM	14/014595	8/30/2013		Non Final Action