

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Lombardi		03/01/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Lightpad, Inc.		
Street Address:	2711 Centerville Road, Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4347459	LIGHTPAD	
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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	LIGHTPAD - JASON SCHMITZ		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	03/01/2016		
Total Attachments: 1			
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CH \$40.00 4347459

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of the 1st day of March, 2016 (the "Effective Date") by and between Michael Lombardi, an individual residing at 57 Arcadia Lane, Lake Zurich, Illinois 60047 (hereinafter "Assignor") and Lightpad, Inc., a Delaware corporation with a business address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the United States trademark LIGHTPAD, U.S. Registration No. 4,347,459 (the "Trademark");

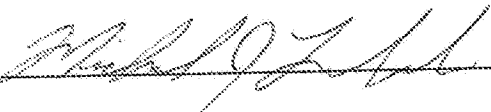
WHEREAS, Assignor is willing to assign the Trademark to Assignee and Assignee desires to acquire the Trademark from Assignor.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

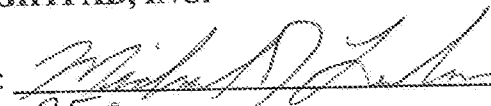
Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark together with the goodwill of the business symbolized by the Trademark including the right to bring an action and recover for past, present and future infringement, if any, of the Trademark.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers on the date first set forth above.

MICHAEL LOMBARDI

By: 

LIGHTPAD, INC.

By: 
Its: CEO