

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Distance CME LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OnCourse Learning Corporation		
Street Address:	20225 Water Tower Blvd, 4th Floor		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4130829	DISTANCECME	
CORRESPONDENCE DATA			
Fax Number:	2627831211		
<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:	262 783-1300		
Email:	rkmip@rkmiplaw.com		
Correspondent Name:	Ryan Kromholz & Manion, S.C.		
Address Line 1:	Patrick J. Fleis		
Address Line 2:	PO Box 26618		
Address Line 4:	Milwaukee, WISCONSIN 53226-0618		
ATTORNEY DOCKET NUMBER:	2403.22974		
NAME OF SUBMITTER:	Barbara Mueller		
SIGNATURE:	/Barbara Mueller/		
DATE SIGNED:	03/02/2016		
Total Attachments: 4			
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OP \$40.00 4130829

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated December 31, 2015, effective January 1, 2016 at 12:01 am, is made by and between DISTANCE CME, LLC, a Delaware limited liability company (hereinafter "Assignor"), and ON COURSE LEARNING CORPORATION, a Delaware corporation (hereinafter, "Assignee").

1. ASSIGNMENT

- a) Assignor is the owner of all right, title and interest in and to (A) the intellectual property described in detail on Exhibit A attached hereto and incorporated herein, and (B) all other intellectual property rights throughout the world of Assignor in connection with the "Distance CME" brand, including, but not limited to, trademarks, common law trademarks, trademark applications and registrations and renewals, together with all goodwill of the business symbolized by such trademarks and the portion of the business of Assignor to which such trademarks pertain ("Trademarks"), trade names, certification marks, logos, trade dress, know-how, copyrights and other source indicators used in connection with the Distance CME brand (collectively, with all of the items described in subsection (A) of this paragraph, the "Property").
- b) Assignor hereby forever assigns, transfers and sets over to Assignee (or its designee) its entire right, title and interest in and to the Property, including without limitation, the right to all proceeds therefrom (including, but not limited to, all licensing royalties and proceeds from infringement suits), and the right to sue for past, present or future infringement against any person or entity anywhere in the world. No license or other right to use is reserved in the Property by Assignor hereunder.
- c) Any taxes, annuities, working fees, maintenance fees, assignment or transfer recordations, and/or renewal and extension charges with respect to the Property shall hereafter be paid by Assignee.
- d) Assignor hereby agrees to cooperate with Assignee in providing all signatures, preparation, legalization, and recordation of all documents, and obtaining of any third party or governmental approvals or filings which may be necessary in order to effect the assignment and transfer of ownership in and to the Property; provided, however, that Assignee shall reimburse Assignor for all reasonable out-of-pocket expenses (including without limitation, reasonable attorneys' fees) incurred by or on behalf of Assignor in connection with the preparation, review, negotiation and delivery of such documents and/or Assignor's compliance with the terms of this Section 1(d).
- e) Assignor hereby agrees to provide Assignee with all records to support the date of registration of the Trademarks, including all records from its attorneys who assisted Assignor with filing of any intellectual property rights. Assignor shall direct its counsel to deliver all such records to Assignee.

- f) Assignor hereby agrees that the definition of "Trademarks" includes all similar marks thereto, whether made before or subsequent to the date of this Agreement.

2. CONSIDERATION

- a) The parties agree that this Agreement is freely assignable and transferable by Assignor without any further compensation due or owing to Assignor or any other person or entity.
- b) Assignor acknowledges the receipt of valuable and sufficient consideration for its execution and performance under this Agreement detailed in the Asset Purchase Agreement by and between Assignor and Assignee, dated as of December 31, 2015, and effective as of January 1, 2016 at 12:01 am.

3. GENERAL PROVISIONS

- a) The parties agree that this Agreement shall be governed by the substantive laws of the State of New York, without giving effect to New York's choice of law principles.
- b) This Agreement between Assignor and Assignee constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter.
- c) Assignor represents and warrants to Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, and no current or future license, right or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.
- d) Assignor represents that Assignor has executed no agreements or undertakings with anyone relating to the development or ownership of any patents, inventions, intellectual property or other property relating to the Trademarks.
- e) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS.]

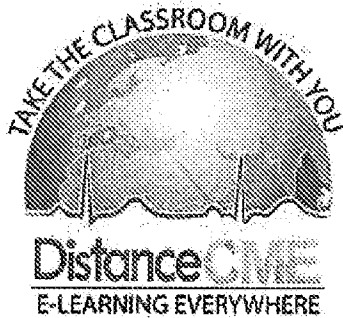
Exhibit A

Federally Registered Trademark:

Serial No.	Reg. No.	Mark	Reg. Date	Live/Dead
85310475	4130829	Distance CME design mark (pictured below)	4/24/12	live



Common Law Trademark:



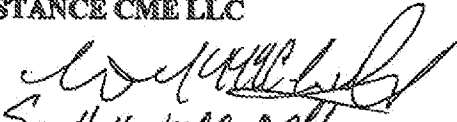
IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed in their respective names by their authorized representatives:

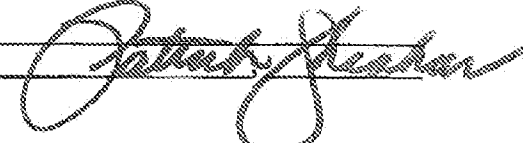
ASSIGNOR:

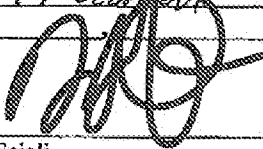
ASSIGNEE:

DISTANCE CME LLC

ON COURSE LEARNING CORPORATION

By: 

By: 

By: 

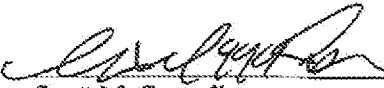
Adam D. Scioli

OWNER



Adam Scioli

Address: 93 Old York Rd. Suite 1-530 Jenkintown, PA 19046



Scott McConnell

Address: 93 Old York Rd
Suite 1-530
Jenkintown PA 19046

[TRADEMARK ASSIGNMENT SIGNATURE PAGE.]