

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teachscape, Inc.		01/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Frontline Technologies Group LLC		
Street Address:	1400 Atwater Drive		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4530899	TEACHSCAPE REFLECT	
Registration Number:	1948718	NATIONAL SCHOOL CONFERENCE INSTITUTE	
Registration Number:	4056757	TEACHSCAPE	
Registration Number:	3949985	TEACHSCAPE	
Registration Number:	1940030		
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Amir Ghavi c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122726.00009 AG		
NAME OF SUBMITTER:	Amir Ghavi		
SIGNATURE:	/amirghavi/		
DATE SIGNED:	03/23/2016		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of January 19, 2016 by and between Teachscape, Inc., a Delaware corporation ("Assignor"), and Frontline Technologies Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 4, 2016 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the Marks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks.

WHEREAS, Assignee is the successor to the portion of the ongoing and existing business of Assignor to which the Trademarks pertain.

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, Assignor and Assignee agree as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment**. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, which may include applications filed on the basis of applicant's bona fide intent to use the subject marks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to sue for past, present or future infringement and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

3. **Purchase Agreement**. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. This Agreement is intended only to effect the transfer

of the Trademarks pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. **Further Assurances.** At and from time to time following the Closing, Assignor and Assignee shall take such actions as required by Section 6.12 (*Further Assurances*) of the Purchase Agreement in regard to this Agreement.

5. **Facsimile Signatures; Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

6. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of New York applicable to agreements made and fully performed within the State of New York without giving effect to the principles of conflicts of laws.

7. **Partial Invalidity.** The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof. Upon such determination that any provision is invalid or unenforceable, the parties hereto shall negotiate in good faith so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner.

8. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

TEACHSCAPE, INC.

By: Andrew S. Morrison
Name: ANDREW S. MORRISON
Title: CEO

ASSIGNEE:

FRONTLINE TECHNOLOGIES GROUP LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.


ASSIGNOR:

TEACHSCAPE, INC.

By: _____
Name:
Title:

ASSIGNEE:

FRONTLINE TECHNOLOGIES GROUP LLC

By:  _____
Name: Todd Orlando
Title: Chief Financial Officer & Secretary

Schedule A

Trademarks

Ref. No.	Country	Title	App No. Filing Date Reg. No. Reg. Date	Status
92412	US	TEACHSCAPE REFLECT	85/980,873 10-08-2010 4,530,899 05-13-2014	Registered
	US	NATIONAL SCHOOL CONFERENCE INSTITUTE	74/619,513 01-10-1995 1,948,718 01-16-1996	Registered
	US	TEACHSCAPE	77/790,518 07-27-2009 4,056,757 11-15-2011	Registered
	US	TEACHSCAPE	77/981,050 07-27-2009 3,949,985 04-26-2011	Registered
	US	Design Only	74/622,091 01-17-1995 1,940,030 12-05-1995	Registered

Unregistered Marks

Educational Standards and Certifications
TS Edge
Teachscape Focus
Teachscape Learn
Edgenuity

[Signature page to Trademark Assignment Agreement]