

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cranium Clubhouse, Inc.		05/13/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	ES Cranium, LLC		
Doing Business As:	Cranium Academy		
Street Address:	848 Brickell Avenue, Suite 900		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4406417	CRANIUM ACADEMY	
Registration Number:	3515415	CRANIUM CLUBHOUSE	
CORRESPONDENCE DATA			
Fax Number:	3053587727		
<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:	305-677-8670		
Email:	jgarcia@endeavorschools.com		
Correspondent Name:	Jennifer Garcia		
Address Line 1:	848 Brickell Ave., Suite 900		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Jennifer Garcia		
SIGNATURE:	//Jennifer Garcia//		
DATE SIGNED:	05/17/2016		
Total Attachments: 4			
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OP \$65.00 4406417

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 13, 2016, is made by Cranium Clubhouse, Inc., a Florida corporation (“**Assignor**”), in favor of ES Cranium, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 1, 2016 (“**Purchase Agreement**”), by and among ES Cranium I, LLC, a Florida limited liability company (“**Purchaser**”), the Assignor, Cranium Academy Franchising, LLC, a Florida limited liability company, and Allison Gray and Eddie Gray (collectively, the “**Guarantors**”), a subsidiary of the Assignee is purchasing substantially all of the assets of the Assignor;

WHEREAS, Purchaser is a subsidiary of the Assignee;

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, the Purchaser has designated its parent company, the Assignee, as the recipient of such intellectual property transfers pursuant to this IP agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”): (a) any and all known or unknown patents and patent applications of Assignor and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”); (b) any and all known and unknown trademark registrations and applications and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including the Trademarks attached hereto as Exhibit A; (c) any and all known or unknown copyright registrations and, applications for registration and exclusive copyright licenses and all issuances, extensions and renewals thereof (the “**Copyrights**”); (d) all goodwill and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (f) all known or unknown trade dress, inventions, domains and trade secrets; and (g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents the Commissioner for Trademarks in the United States Patent and Trademark Office the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignor and its successors, assigns and legal

representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

CRANIUM CLUBHOUSE, INC.,
a Florida corporation

By: Eddie J
Name: DODIE GRAY
Title: CEO

[Signature Page to IP Assignment]

Exhibit A

Intellectual Property	Registrant	Registration Date and Expiration	Registration Number	Description
Cranium Academy	Cranium Clubhouse, Inc.	September 24, 2013 (registration); September 24, 2023 (expiration)	4406417	Trademark used in connection with education services in the nature of early childhood instruction; Education services, namely, providing kindergarten through 12th grade (K-12) classroom instruction. FIRST USE: 20090800. FIRST USE IN COMMERCE: 20090800
Cranium Clubhouse [CANCELLED]	Cranium Clubhouse, Inc.	October 14, 2013 (registration); May 15, 2015 (expiration)	3515415	Trademark used in connection with Conducting after-school tutoring programs; education services, namely, providing classes in the fields of reading and math; Children's entertainment and amusement centers, namely, interactive play areas. FIRST USE: 20080106. FIRST USE IN COMMERCE: 20080204