

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Learner Nation LLC		07/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Schoox Acquisition, LLC		
Street Address:	701 Brazos St.		
Internal Address:	St. # 539		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86840982	IMPACTSCORE	
Registration Number:	4988578	SMARTER PEOPLE DO SMARTER WORK. BUILD A	
Serial Number:	86836034	IMPACTLY	
CORRESPONDENCE DATA			
Fax Number:	2146594832		
<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:	2146594655		
Email:	nealk@akllp.com		
Correspondent Name:	Clarissa Marischen		
Address Line 1:	111 CONGRESS AVE		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	231675		
NAME OF SUBMITTER:	Clarissa Marischen		
SIGNATURE:	/Clarissa Marischen/		
DATE SIGNED:	07/25/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 20th of July, 2016, from Learner Nation LLC, a Delaware limited liability company ("*Assignor*"), to Schoox Acquisition, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor, with its principal place of business at 3250 NE 1st Avenue Suite 301 Miami, FL 33137, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on **Exhibit A** hereto (collectively, the "*Trademarks*"), together with the goodwill associated with the Trademarks; and

WHEREAS, Assignee, with a principal place of business at 701 Brazos St., St. # 539, desires to acquire all the rights, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, as the successor to the business of Assignor to which the Trademarks pertain.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

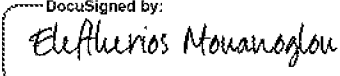
1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, as set forth on **Exhibit A**, together with the goodwill associated with the Trademarks.
2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on **Exhibit A**, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Assignee.
4. This Assignment may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

ASSIGNEE:

SCHOOX ACQUISITION, LLC

By: _____
Name:  Eleftherios Ntouanoglou
Title: President

ASSIGNOR:

LEARNER NATION LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

ASSIGNEE:

SCHOOX ACQUISITION, LLC

By: _____
Name:
Title:

ASSIGNOR:

LEARNER NATION LLC

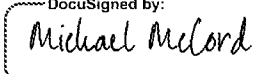
By:  _____
Name: Michael McCord
Title: CEO

EXHIBIT A

Mark	Class	USPTO Reg. No.	Reg. Date
ImpactScore	U.S Class(es) 100, 101	86840982	May 24, 2016
“Smarter People do Smarter Work Faster Workforce with our Modern Mobile LMS”	U.S Class(es) 100, 101	4988578	June 28, 2016
Impactly	U.S Class(es) 100, 101	86836034	March 19, 2016
LearnerNation	N/A	<i>Unregistered</i>	<i>Unregistered</i>