

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aviacode, Inc.		07/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	American Academy Holdings, LLC		
Street Address:	2233 South Presidents Drive, Suite F		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84120		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4244872	PRACTICODE	
CORRESPONDENCE DATA			
Fax Number:	9198294296		
<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:	9198294296		
Email:	tmgroup@hutchlaw.com		
Correspondent Name:	Trevor P. Schmidt		
Address Line 1:	3110 Edwards Mill Road Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
NAME OF SUBMITTER:	Trevor P. Schmidt		
SIGNATURE:	/Trevor P. Schmidt/		
DATE SIGNED:	08/03/2016		
Total Attachments: 4			
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**ASSIGNMENT OF TRADEMARKS
AND ACCOMPANYING APPLICATIONS, REGISTRATIONS AND GOODWILL**

July 20, 2016

This ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING APPLICATIONS, REGISTRATIONS AND GOODWILL (this “**Agreement**”) is executed and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and between American Academy Holdings, LLC, a North Carolina limited liability company (the “**Assignee**”), and Aviacode, Inc., a Delaware corporation (the “**Assignor**”).

Effective as of the date set forth above, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor’s worldwide rights, title and interest in and to the trademarks (the “**Marks**”) and applications and registrations therefor listed on **Exhibit A** attached hereto, any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks.

Assignor agrees to execute and deliver at the request of Assignee any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor’s right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

To the extent that any provision of this Agreement is in any way inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. The parties may execute this Agreement in two or more counterparts (none of which need contain the signatures of all parties), each of which shall be deemed an original and all of which together will constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks and Accompanying Applications, Registrations and Goodwill as of the date first set forth above.

AVIACODE, INC.

By: Stephen C. Erickson
Name: STEPHEN C. ERICKSON
Title: CEO

AMERICAN ACADEMY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks and Accompanying Applications, Registrations and Goodwill as of the date first set forth above.

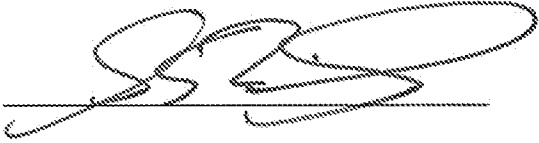
AVIACODE, INC.

By: _____

Name: _____

Title: _____

AMERICAN ACADEMY HOLDINGS, LLC

By:  _____

Name: Greg E. Lindberg

Title: Chairman

EXHIBIT A

Mark	Serial Number	Registration Number	Registration Date
Practicode	85542704	4244872	November 20, 2012