

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPENLANGUAGE LIMITED		07/27/2016	Limited Company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	OLN Education Limited		
Street Address:	207 Regent Street		
Internal Address:	3rd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1B3HH		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77673633	OPENLANGUAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-468-5491		
Email:	jonathan@ckl.com		
Correspondent Name:	Jonathan Grant Morton		
Address Line 1:	246 West Broadway		
Address Line 2:	4th Floor		
Address Line 4:	New York, NEW YORK 10013		
DOMESTIC REPRESENTATIVE			
Name:	Jonathan Grant Morton		
Address Line 1:	246 West Broadway		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	Jonathan Grant Morton		
SIGNATURE:	/ Jonathan G Morton /		
DATE SIGNED:	08/08/2016		

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Total Attachments: 2

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THIS ASSIGNMENT

BETWEEN OPENLANGUAGE LIMITED, a Limited Company formed in Cayman Islands, with address P.O. Box 2804, George Town, Scotia Centre, 4th Floor, Grand Cayman, Cayman Islands KY1-1112 (the "Assignor"), and OLN Education Limited, a Private Liability Company formed in United Kingdom, with principal place of business located at 207 Regent Street, London, United Kingdom (the "Assignee").

WHEREAS:

The Assignor is the proprietor of trademark "OPENLANGUAGE" (Class 41), with US Serial No. 77673633 or Registration No. 3807966, issued by the United States Patent and Trademark Office.

The Assignor has agreed to assign all right, title and interest in and to the Trade Mark to the Assignee on the terms set out in this document.

IT IS AGREED AS FOLLOWS:

1 Assignment

For the sum of USD 5,000 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor assigns with full title guarantee to the Assignee absolutely the Trade Mark and all and any rights in and to the Trade Mark including copyright, design right, goodwill and any other common law rights.

2 Proceedings

This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Mark or for passing off. The Assignor agrees and undertakes to provide to the Assignee (at its request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Mark and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs actually incurred by it in providing the Assignee with such assistance).

3 Assignor covenants

The Assignor covenants:

- 3.1 that at the request and cost of the Assignee at any time and from time to time it will execute or procure the execution of such deeds or documents and do or procure the doing of such acts and things as may be necessary or desirable to give effect to this assignment in particular all documents required by the Assignee

