

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398011

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NIS, INC.		08/25/2016	Corporation:

RECEIVING PARTY DATA

Name:	PaperClip Media, Inc.
Doing Business As:	The Parent Institute
Street Address:	125 Paterson Ave.
City:	Little Falls
State/Country:	NEW JERSEY
Postal Code:	07424
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87068702	PARENTTALKS
Serial Number:	86955647	HELPING STUDENTS LEARN
Serial Number:	86955442	STUDENT TIPS
Serial Number:	86957997	THE PARENT INSTITUTE
Serial Number:	86955819	SCHOOL SUCCESS WEB CONTENT SERVICE
Serial Number:	86749237	ETIPS
Serial Number:	78818423	IDEAS ON THE GO!
Serial Number:	76415322	BUILDING READERS
Serial Number:	76386440	HELPING CHILDREN LEARN
Serial Number:	75374392	PARENTS MAKE THE DIFFERENCE!
Serial Number:	74628586	PARENTS STILL MAKE THE DIFFERENCE!
Serial Number:	74590506	QUICKTIPS

CORRESPONDENCE DATA

Fax Number: 7035390007

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.

Phone: 703-304-0205

OP \$315.00 87068702

Email: johnhwherry@gmail.com
Correspondent Name: John Wherry
Address Line 1: 7414 South Reach Dr.
Address Line 4: Fairfax Station, VIRGINIA 22039-2925

NAME OF SUBMITTER: John H Wherry

SIGNATURE: /John H Wherry/

DATE SIGNED: 09/09/2016

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of the 25th day of August, 2016, is made by and among NIS, INC., a Virginia business corporation (the "Seller"), and PAPERCLIP MEDIA, INC., a New Jersey business corporation (the "Buyer"). The Buyer is the purchaser of certain assets of Seller pursuant to the ASSET PURCHASE AGREEMENT between Buyer, Seller and John H. Wherry and Ardyss S. Wherry, as the Principal Stockholders, dated as of August 25, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, 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;

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.
2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following Purchased Proprietary Rights:
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Marks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) the copyright registrations and, applications for registration and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, and otherwise throughout the world;
 - (d) 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; and
 - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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.

3. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and, 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 Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Purchased Proprietary Rights to Buyer, or any assignee or successor thereto.

4. **Further Assurances.** Seller shall, from time to time after the delivery of this IP Assignment, at Buyer's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments, and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm, or evidence the sale, assignment, transfer, conveyance, and delivery to Buyer of the Purchased Assets as contemplated under the Purchase Agreement.

5. [intentionally omitted]

6. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Purchased Proprietary Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. **Notices.** Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other parties hereto.

8. **Enforceability.** If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

9. **Amendments.** This IP Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Seller and Buyer.

10. **Counterparts.** This IP Assignment may be executed in two (2) or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one (1) and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by fax machine, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto shall raise the fact that any signature was transmitted or communicated through the use of a fax machine, through electronic mail in .pdf form, or through any other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

11. **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.

12. **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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

13. **No Third Party Beneficiaries.** This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

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

NIS, Inc.

By; 

Signer: John H. Wherry, President
7414 South Beach Drive
Fairfax Station, VA 22039

AGREED TO AND ACCEPTED:

Paperclip MEDIA, Inc.

By; 

Signer: Leo Andrew McLaughlin, President
125 Paterson Ave.
Little Falls, NJ 07424

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.

Schedule J
Seller Marks

TRADENAME: THE PARENT INSTITUTE

DOMAIN NAME: <https://www.parent-institute.com>

**[LIST ANY OTHER TRADE NAMES, TRADEMARKS, ETC., AS WELL AS
APPLICATIONS AND REGISTRATIONS FOR ANY OF THE FOREGOING]**

See Disclosure Schedules files:

“Schedule 2.17(b) - Parent Institute June 29, 2016 Trademark Worksheet.docx”

and

“Schedule 2.17(b) - The Parent Institute - Trade Name - SCC Confirmation.pdf”

NIS, Inc. Trademark Worksheet

Revised: 8-22-2016, prior revision 8-19-2016

Event	Date App Filed	Status	Date Reg Granted	Date App/Reg Use Must Be Filed Between/From	App/Reg Use Filing Date	Renewal App Must Be Filed Between/From	Comments
Parents make the difference!	10-14-97	Approved	Reg. Granted 8-11-98 Reg. # 2180839 Ser. # 75374392 Cl. # 016	8-11-2003 to 8-11-2004 <i>May be filed in system. Must be filed by 8/11/2005.</i>	10-8-2003	08-11-2017 and 08-11-2018 <i>File Renewal app. and transfer registrations.</i>	Renewal Accepted 01-04-2008; Renew again between 08-11-2017 and 08-11-2018 NO ACTION NEEDED NOW
Parents Still make the difference!	2-1-95	Approved	Reg. Granted 12-19-1995 Reg. # 1942877 Ser. # 74828586 Cl. # 016	12-19-00 to 12-19-2001	1-10-2002	4-12-2025 to 14-12-2026	Renewal Accepted 4-12-2006; 4-2-2016 NO ACTION NEEDED NOW
Quick Tips	10-25-94	Approved	Reg. Granted 2-25-97 Reg. # 2041056 Ser. # 74590506	2-25-2002 to 2-25-2003	Original 5-15-2003	2-25-06 to 2-25-07 6-7-2025 to 6-7-2026	Renewed and accepted 5-5-2007; 6-7-2016 Renew again between 2-25-2016 and 2-25-2017 NO ACTION NEEDED NOW
Student Tips	10-14-2003, 3-28-2016	Live	Orig. Reg. Granted 10-11-2005 Reg. # 39065422 Ser. # 76557313 New application Ser. # 86955442 Cl. # 016	3-28-2021 to 3-28-2022			CANCELLED 09-21-12; Reappied 3-28-2016 Published in TRADEMARK OFFICIAL GAZETTE on Aug 16, 2016. NO ACTION NEEDED NOW

Trademark	Date App Filed	Shape	Priority Granted Reg. # Ser. #	Date App Filed Reg. # Ser. #	Applicant	Renewal App Number Filed	Comments
Helping Children Learn	3-25-2002	Approved	Reg. Granted 8-26-2003 Reg. # 2755349 Ser. # 76386440 Cl. # 009 and 016.	8-26-2008 to 8-26-2009	A Sections 8 and 15 combined declaration has been accepted and acknowledged 03-28-2009	8-26-2012 to 8-26-2013 to 8-26-22 to 8-26-23	Renewal filed 03/09/2013 File renewal between 8-26-2022 & 8-26-2023 NO ACTION NEEDED NOW
Helping Students Learn	3-25-2002 3-28-2016	Pending Live	Reg. Granted 8-26-2003 Reg. # 2755348 Ser. # 76386437 Cl. # 009 and 016. Renewal serial # 86955647	Original 8-26-2008 to 8-26-2009 Pending	A Sections 8 and 15 combined declaration has been accepted and acknowledged 03-21-2009	Original 8-26-2012 to 8-26-2013	Application pending Published in TRADEMARK OFFICIAL GAZETTE on Aug 16, 2016. NO ACTION NEEDED NOW
Building Readers	5-31-2002	Approved	Reg. Granted 3-4-2003 Reg. # 2693144 Ser. # 76415322 Cl. # 009 and 016	3-4-2008 to 3-4-2009	Filed & accepted 03-28-2009	1 st renewal was on 3-6-2013	File renewal between 3-4-2022 & 3-4-2023 NO ACTION NEEDED NOW
School Success Web Content Service	3-25-2002 Renewal filed March 29, 2016	Live, Pending	Original Reg. Granted 9-30-2003 Reg. # 2768812 Ser. # 76386441 Cl. # 042	2021 to 2022	Original reg. Filed & accepted 04-03-2009	2025 to 2026	Renewal filed March 29, 2016 Trademark examining attorney is asking for applications modifications on or before January 14, 2017. See related email and USPTO letter at following Dropbox link: https://www.dropbox.com/sh/mh1m9j9v75kxw/AAG007OCTsal57AE5au2K89Dxa7cl=0

Product	Date App. Filed	Status	Date Reg. Granted	Date Approval of Use	Applying Date	Renewal App. Date	Comments
The Parent Institute	4-25-2002 Reapplied 3-30-2016	Live App. pending	Reg. Granted 8-5-2003 Reg. # 2746471 Ser. # 76399095 Cl. # 009, 016, and 042. Re-app. serial # 86957997	1-2-2012 to 1-2-2013	Filed 12-31-12 & accepted 07-31-2009	1-2-2016 to 4-2-2017 1-2-2026 to 1-2-2027	Renewal filed 3-30-2016 Trademark examining attorney is asking for application modifications and additional information on or before January 14, 2017. See related email and USPTO letter at following Dropbox link: https://www.dropbox.com/sh/rlbmg6bpy8kxut/AAC0970CT5kLz7AB5nu2k8BDxa7d?isq Jan 5, 2016 invoice for Trademark Renewal Application indicates required renewal was filed. 1 st renewal is shown on USPTO site as 3-9-16.
Ideas on the GO! (Audio booklet CDs)	2-18-2006	Approved	Reg. Granted 1-2-2007 Reg. # 3193276 Ser. #78818423 Cl. # 009	1-2-2012 to 1-2-2013	Filed 12-31-12	1-2-2016 to 4-2-2017 1-2-2026 to 1-2-2027	NO ACTION NEEDED NOW Opposed by United Way of Benton & Franklin Counties, Kennewick WASHINGTON Settlement agreement fully executed 4-18-2015
Attendance Masters!	9-7-2015	Principal register Withdrawn	Ser. # 86749174				Mark application withdrawn
eTIPS	9-7-2015	Approved for Supplemental register	Reg. Granted 3-8-2016 Reg. # 4,915,823 Ser. # 86749237	3-8-21 to 3-8-22		3-8-25 to 3-8-26	NO ACTION NEEDED NOW
ParentTalks	6-12-2016	Live U.S. Serial Number: 87098702 Mark: PARENTTALKS International Classes: 041 Owner: NIS, Inc.	Pending	Pending	Pending	Pending	Published in TRADEMARK OFFICIAL GAZETTE on Aug 16, 2016. NO ACTION NEEDED NOW

Filing Requirements in the First Ten Years

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

See attached.

**Schedule 2
Seller Copyrights**

SEE ATTACHED LIST OF COPYRIGHTS

Copyright list is included in Disclosure Schedules files:

- Schedule 2.17(d) Booklet Copyrights - updated 5-16.doc
- Schedule 2.17(d) DVD-VHS Copyrights.doc
- Schedule 2.17(d) Kit Copyrights.pdf
- Schedule 2.17(d) Parent Institute Newsletter Most Recent Copyright Filing - April 2016.pdf
- Schedule 2.17(d) ParentTalks Whiteboard Videos Copyrights.docx
- Schedule 2.17(d) QuickTip Copyrights - updated 5-16.doc
- Schedule 2.17(d) Schedule of All Parent Institute Subscription Product Copyrights.xlsx
- Schedule 2.17(d) Student Tip Copyrights - updated 5-16.doc
- Schedule 2.17(d) Stuffer Copyrights.doc