

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
@A Glance Software Inc.		02/19/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Follett School Solutions, Inc.		
Street Address:	3 Westbrook Corporate Center		
Internal Address:	Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4352763	CLASSBOOK.COM ORDER ONLINE, NOT IN LINE	
Registration Number:	4438832	CLASSBOOK	
Registration Number:	4438833	CLASSBOOK.COM	
Registration Number:	4793262	VIRTUAL BACKPACK	
Registration Number:	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC	
Registration Number:	4720386	OPENROOM ADVISORY	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Leydig, Voit & Mayer; Tamara A. Miller		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson		
Address Line 2:	Stuie 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Tamara A. Miller		
SIGNATURE:	/Tamara A. Miller/		
DATE SIGNED:	09/22/2016		

CH \$165.00 4352763

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 19, 2016 (the "Effective Date"), is entered into by and between @AGLANCE SOFTWARE INC. (d/b/a ClassBook.com), a New York corporation ("Assignor"), and FOLLETT SCHOOL SOLUTIONS, INC., a Delaware corporation ("Assignee"). Assignor and Assignee will hereinafter be referred to interchangeably in the singular as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets, including the Intellectual Property rights included therein;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign trademarks and trademark applications listed on Schedule A or that otherwise constitute Acquired Assets and the goodwill associated with such trademarks and trademark applications and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the covenants, representations, warranties and agreements made herein and in the Purchase Agreement, and of the benefits to be derived hereby, and for other good and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Agreement; Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Assignor contained therein. Assignor hereby specifically incorporates by reference all of its representations, warranties and covenants contained in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement will prevail and govern. All capitalized terms used but not defined herein will have the meaning ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, the goodwill associated with the Assigned Trademarks, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions

of any of the foregoing and any trademark registrations that may be registered from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Assigned Trademarks, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee will have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

4. Further Assurances; Limited Power of Attorney. Assignor will provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein, (ii) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Assigned Trademarks; (iii) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Assigned Trademarks, this Assignment or the assignment made hereby; and (iv) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

5. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if (a) delivered personally against written receipt, (b) sent by facsimile or e-mail transmission, (c) mailed by registered or certified mail, postage prepaid, return receipt requested, or (d) mailed by reputable international overnight courier, fee prepaid, to the Parties at the following addresses or facsimile numbers:

If to Assignee: Follett School Solutions, Inc.
 c/o Follett Corporation
 3 Westbrook Corporate Center (Tower Three), Suite 200

Westchester, IL 60514
Attention: General Counsel
Facsimile: (630) 850-1873
Email: msproat@follett.com

With a copy to: Jones Day
77 West Wacker
Chicago, Illinois 60601
Attention: Ismail H. Alsheik
Facsimile: (312) 782-8585
Email: ialsheik@jonesday.com

If to Assignor: Anthony Pfister
1 Thoroughbred Drive
East Greenbush, New York 12061
Facsimile: (518) 514-1114
Email: apfister@classbook.com

and

Christie Gildart
27 Janine Drive
East Greenbush, New York 12061
Facsimile: (518) 514-1114
Email: cgildart@classbook.com

With a copy to: Reitler Kailas & Rosenblatt LLC
885 Third Avenue
New York, New York 10011
Attention: Peter Rothberg
Facsimile: (212) 371-5500
Email: prothberg@reitlerlaw.com

All such notices, requests and other communications will be deemed given, (a) if delivered personally as provided in this Section 5, upon delivery, (b) if delivered by facsimile transmission or electronic mail as provided in this Section 5, upon confirmed receipt, (c) if delivered by mail as provided in this Section 5, upon the earlier of the third Business Day following mailing or receipt, and (d) if delivered by overnight courier as provided in this Section 5, upon the earlier of the next Business Day following the date sent by such overnight courier or receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 5). Any Party hereto may change the address to which notices, requests and other communications hereunder are to be delivered by giving the other Parties hereto notice in the manner set forth herein.

6. Entire Agreement. This Assignment and the Purchase Agreement (including the Transaction Documents, exhibits and schedules hereto and thereto) and the other documents

contemplated hereby contain the entire understanding of the Parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to such subject matter, except for any confidentiality agreement between the Buyer and the Seller which the Parties agree will remain in full force and effect.

7. No Third-Party Beneficiary. This Assignment is made for the sole benefit of the Parties and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or will confer upon any other Person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

8. Governing Law. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule that would cause the application of the Laws of a jurisdiction other than Delaware. Despite the above, the substantive law of the jurisdiction of each respective Assigned Trademark governs the validity and enforceability of the subject Assigned Trademark.

9. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by such provision or its severance herefrom and (d) in lieu of such provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such provision as may be possible.

10. Heading; Construction. The descriptive headings contained in this Assignment are included for convenience of reference only and will not affect in any way the meaning or interpretation of this Assignment. It is understood and agreed that neither the specifications of any dollar amount in this Assignment nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no Party will use the fact of setting of such amounts or the fact of the inclusion of such item in the Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter is or is not material for purposes hereof. The Parties have participated jointly in the negotiation and drafting of this Assignment and, in the event that an ambiguity or question of intent or interpretation arises, this Assignment will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Assignment.

11. Expenses. Each Party will bear all of its costs and expenses (including any legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Assignment and the consummation of the transactions contemplated hereby and thereby.

12. Specific Performance. The Parties acknowledge and agree that the other Parties would be damaged irreparably in the event any of the provisions of this Assignment are not

performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that each Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Assignment and to enforce specifically this Assignment and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter in addition to any other remedy.

13. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment. Signatures of the Parties transmitted by facsimile or electronic transmission (i.e., email or in pdf. format) will be deemed to be original signatures for all purposes.

14. Jurisdiction and Venue. Any and all claims, questions, or disputes regarding the interpretation, performance, and enforceability of this Assignment, the rights and remedies of the Parties hereunder, and all related actions or counterclaims will be initiated and prosecuted in the state or federal court located in the City of Wilmington, Delaware. The Parties further agree to submit to the jurisdiction of these courts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

@AGLANCE SOFTWARE INC.

By: J. R. A. L. S.
Name: ANTHONY R. PARRINO
Title: CEO

FOLLETT SCHOOL SOLUTIONS, INC.

By: _____
Name: _____
Title: _____


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

@AGLANCE SOFTWARE INC.

By: _____
Name:
Title:

FOLLETT SCHOOL SOLUTIONS, INC.

By: 
Name: NADER GAIMARI
Title: EVP & GM

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005881 FRAME: 0303**

SCHEDULE A

Assigned Trademarks

Trademark	Serial No.	Registration No.	Application Date	Registration Date
CLASSBOOK.COM ORDER ONLINE, NOT IN LINE	85/651659	4352763	6/14/2012	6/18/2013
CLASSBOOK	85/794074	4438832	12/4/2012	11/26/2013
CLASSBOOK.COM	85/794085	4438833	12/4/2012	11/26/2013
VIRTUAL BACKPACK	86/365613	4793262	8/13/2014	8/18/2015
IMPROVING THE STUDENT LEARNING EXPERIENCE	86/365850	4719609	8/13/2014	4/14/2015
NO TEACHER LEFT BEHIND	86/365678	N/A	8/13/2014	N/A
OPENROOM ADVISORY	86/435892	4720386	10/27/2014	4/14/2015

Unregistered Trademarks:

1. @AGlance Software Inc.
2. Bookstore Logo - "Fill your backpack by download or delivery" and fox design
3. Classbook Logo - "Transform the learning experience" and design
4. Openroom Logo - "Unlock opportunity. Cross the digital threshold" and owl design.