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To: The Director of the U. S. Patent and Trademark Office, Please refer to the serial number(s) or the new address(es) below.

1. Name of conveying party(ies):

NIS, Inc.
DBA The Parent Institute Corporation Virginia

- Individual(s)
- Partnership
- Corporation- State: Virginia
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 25, 2016

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Paperclip Media, Inc.

Street Address: 125 Paterson Avenue

City: Little Falls

State: New Jersey

Country: U.S.A. Zip: 07424

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship U.S.A.
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James B. Evans, Jr.

Internal Address:

Street Address: 76 E. Euclid Avenue
Suite 300

City: Haddonfield

State: New Jersey Zip: 08033

Phone Number: (856) 795-7744

Docket Number:

Email Address: jbe@kulzerdipadova.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/20/2016 DTIMBERL 00000003 2180839

Deposit Account Number 01 FC:8521 40.00 OP
275.00 OP

Authorized User Name

9. Signature:

Signature

James B. Evans, Jr.

Name of Person Signing

9/13/2016
Date

Total number of pages including cover sheet, attachments, and document:

14

	A. TRADEMARK APPLICATION No.(s)	B. TRADEMARK REGISTRATION NO.(S)	C. IDENTIFICATION OR DESCRIPTION OF TRADEMARK(S) (and Filing Date if Applicable)
1		2180839	PARENTS MAKE THE DIFFERENCE! Filing Date: Oct. 14, 1997
2		1942877	PARENTS STILL MAKE THE DIFFERENCE! Filing Date: Feb. 01, 1995
3		2041056	QUICKTIPS Filing Date: Oct. 25, 1994
4			STUDENT TIPS US Ser # 86955442 Filing Date: Mar. 28, 2016
5		2755349	HELPING CHILDREN LEARN Filing Date: Mar 25, 2002
6			HELPING STUDENTS LEARN US. Ser. # 86955647 Filing Date: Mar 28, 2016
7		2693144	BUILDING READERS Filing Date: May 31, 2002
8			SCHOOL SUCCESS WEB CONTENT SERVICE US Ser.# 86955819 Filing Date: Mar. 29, 2016
9			THE PARENT INSTITUTE US Ser.# 86957997 Filing Date: Mar. 30, 2016
10		3193278	IDEAS ON THE GO! Filing Date: Feb. 18, 2006
11		4915823	ETIPS Filing Date: Sep. 07, 2015
12			PARENTTALKS U.S. Ser. # 87068702 Filing Date: Jun. 12, 2016

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

Product	Date App Filed	Status	Date Reg Granted Reg. # Ser. #	Date Affidavit of Use Must Be Filed Between These Dates <u>May be filed in 5 yrs Must be filed by 6 yrs from reg. date.</u>	Affidavit of Use Filing Date	Renewal App Must be Filed between: File between year 9 and 10 after registration is granted	Comment
Parents make the difference!	10-14-97 Reapplication	Approved	Reg. Granted 8-11-98 Reg. # 2180839 Ser. # 75374392 Cl. # 016	8-11-2003 to 8-11-2004	10-8-2003	08-11-2017 and 08-11-2018	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. # 74628586 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
QuickTips	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. #3005422 Ser. # 76557313 New application Ser. # 86955442 Cl. # 016	3-28-2021 to 3-28-2022			CANCELLED 09-21-12. Reapplied 3-28-2016 Published in TRADEMARK OFFICIAL GAZETTE on Aug 16, 2016. NO ACTION NEEDED NOW

Product	Date App. Filed	Status	Date Reg. Granted	Date Affidavit of Use Must Be Filed Between These Dates	Affidavit of Use Filing Date	Renewal App. Must be Filed Between:	Comment
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 May be filed in 5 yrs. Must be filed by 6 yrs. from reg. date.	A Sections 8 and 15 combined declaration has been accepted and acknowledged. 03-28-2009	8-26-2012 to 8-26-2013 8-26-22 to 8-26 23	Renewal filed 03/9/2013 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 application modifications on or before January 14, 2017. See related email and USPTO letter at following Dropbox link: https://www.dropbox.com/sh/q1bmqd8pvf8xute/AAC007OC7saLa7AB5au2k8Dxa7dI=0

Product	Date App Filed	Status	Date Reg. Granted	Date App. Must Be Filed Between These Dates	Am. of Use Filing Date	Renewal/ App. Must Be Filed between	Comment
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	May be filed in 5 yrs. Must be filed by 6 yrs. from reg. date.	Orig. Filed & accepted 07-31-2009	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/g1bmg6bv18xuts/AAC007OCTsaLa7AB5au2kBDxa7d?dl=0
Ideas on the GO! (Audio booklet CDs)	2-18-2006	Approved	Reg. Granted 1-2-2007 Reg. # 3193278 Ser. # 78818423 Cl. # 009	1-2-2012 to 1-2-2013	Filed 12-31-12	4-2-2016 to 1-2-2017 1-2-2026 to 1-2-2027	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.
Attendance Matters!	9-7-2015	Principal register Withdrawn	Ser. # 86749174				NO ACTION NEEDED NOW Opposed by United Way of Benton & Franklin Counties, Kennewick WASHINGTON Settlement agreement fully executed 4-18-2016
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	Mark application withdrawn NO ACTION NEEDED NOW
ParentTalks	6-12-2016	Live U.S. Serial Number: 87068702 Mark: PARENTTALKS International Class(es): 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

LAW OFFICES
KULZER & DiPADOVA
A PROFESSIONAL CORPORATION
76 E. EUCLID AVENUE, SUITE 300
HADDONFIELD, NEW JERSEY 08033-2342

ARTHUR A. DiPADOVA
MICHAEL J. DELAURENTIS°
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ERIC A. FELDHAKE*
BRIELE N. HAAS*
GLENN A. HENKEL*
JOSEPH M. KEMPTER*
JOSEPH T. KENNEY**
MICHAEL A. KULZER
DOUGLAS R. MADANICK*
PATRICK J. McCORMICK**◊
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September 14, 2016

* MEMBER OF NJ & PA BARS
• MEMBER OF FL BAR
+ MEMBER OF NY BAR
◊ MEMBER OF GA BAR
° COUNSEL TO THE FIRM

Mail Stop Assignment Recordation Branch
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

Via Certified Mail

RE: PAPERCLIP MEDIA, INC.

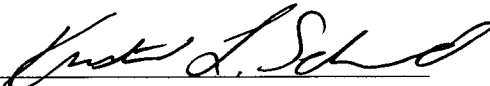
Dear Director of the USPTO:

Enclosed please find the Trademark Recordation Form, supporting documents and check in the amount of \$315.00 for the Assignment of Trademarks to Paperclip Media, Inc.

Please contact me if you should need anything from me.

Best personal regards.

Sincerely,
KULZER & DiPADOVA, P.A.

By: 
Kristin L. Schmid

KLS/jmd
Enclosure

cc: Andy McLaughlin

RECORDED: 09/20/2016

**TRADEMARK
REEL: 005884 FRAME: 0255**