

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medic-CE.COM, LLC		09/30/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Career Step, LLC		
Street Address:	4692 N 300 W, Suite 100		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2435063	SAVING LIVES THROUGH EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	3038997333		
<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:	3038997300		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	David London, Hogan Lovells US LLP		
Address Line 1:	1601 Wewatta Street, Suite 900		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	043731.000009		
NAME OF SUBMITTER:	David L. London		
SIGNATURE:	/ DL /		
DATE SIGNED:	09/30/2016		
Total Attachments: 6			
source=4. Trademark Assignment#page1.tif			
source=4. Trademark Assignment#page2.tif			
source=4. Trademark Assignment#page3.tif			
source=4. Trademark Assignment#page4.tif			

CH \$40.00 2435063

source=4. Trademark Assignment#page5.tif

source=4. Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of September 30, 2016, made by Medic-CE.com LLC, a Texas limited liability company (“Assignor”), in favor of Career Step, LLC, a Utah limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of the United States trademark registration listed on Schedule 1 attached hereto (the “Mark”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, of even date herewith (as amended, modified or supplemented from time to time, the “Asset Purchase Agreement”), in which Assignor, pursuant to Section 2.1 of the Asset Purchase Agreement, assigned, sold, transferred, and otherwise conveyed to Assignee all of Assignor’s right, title and interest in and to the Mark and any and all goodwill associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms the sale, transfer, assignment and conveyance pursuant to the Asset Purchase Agreement of, and hereby additionally sells, transfers, assigns, and otherwise conveys to Assignee, the entire right, title, and interest in and to the following (collectively, the “Assets”):

- (a) the Mark;
- (b) the goodwill of the business symbolized by and associated with the Mark; and
- (c) all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Mark.

Notwithstanding any other provisions of this Trademark Assignment to the contrary, nothing contained in this Trademark Assignment shall in any way supersede, replace, restate, amend, expand or otherwise modify in any way any provision or limitation of the Asset Purchase Agreement or any rights, obligations, representations, warranties or remedies of the parties under the Asset Purchase Agreement. This Trademark Assignment is being delivered pursuant to Section 2.6(c) of the Asset Purchase Agreement to effect the transfer of the Mark pursuant to the Asset Purchase Agreement, and it is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement.

Assignor shall make no further use of the Assets nor shall Assignor challenge Assignee’s use of the Assets on or after the date of hereof.

At any time, and from time to time after the date hereof, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee’s expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee’s title to the Assets and any and all federal and state

registrations thereof or applications therefor, and to assist Assignee in exercising all rights with respect thereto.

If any provisions of this Trademark Assignment are held invalid as a matter of law, such invalidity shall not affect the other provisions of this Trademark Assignment, all of which shall remain in full force and effect.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

remainder of this page intentionally blank

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

Assignor:

MEDIC-CE.COM LLC

By: 
Name: Jeremy Mattern
Title: Manager

Acknowledged and Agreed to:

Assignee:

CAREER STEP, LLC

By: _____
Name: Stephen Tober
Title: President and Chief Executive Officer

(Signature Page to Trademark Assignment Agreement)

TRADEMARK
REEL: 005888 FRAME: 0273

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 30th day of September, 2016 by JEREMY MATTEW, in his/her capacity as MANAGER of Medic-CE.com LLC, a limited liability company organized under the laws of the State of Texas.

Witness my hand and official seal.

My commission expires: MARCH 23, 2019



Patricia Lopez
Notary Public

SCHEDULE 1
to
TRADEMARK ASSIGNMENT

SAVING LIVES THROUGH EDUCATION[®], U.S. Registration No. 2,435,063

Sch 1