

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIVANTIS CORPORATION		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SC ELEARNING, LLC		
Street Address:	311 Elm Street, Suite 200		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4228664	SNAP! BY LECTORA	
Registration Number:	4335566	SNAP! EMPOWER	
Registration Number:	2571196	LECTORA	
Registration Number:	2607094	TRIVANTIS.COM	
Registration Number:	3246448	LECTORA INTEGRATOR	
Registration Number:	3688345	TRIVANTIS	
Registration Number:	2638598	COURSEMILL	
Serial Number:	86627860	RESPONSIVE COURSE DESIGN	
CORRESPONDENCE DATA			
Fax Number:	6179518000		
<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:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	111907-0027		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		

CH \$215.00 4228664

SIGNATURE:	/jenniferkagan/
DATE SIGNED:	10/14/2016
Total Attachments: 6 source=Trademark Assignment (executed)#page1.tif source=Trademark Assignment (executed)#page2.tif source=Trademark Assignment (executed)#page3.tif source=Trademark Assignment (executed)#page4.tif source=Trademark Assignment (executed)#page5.tif source=Trademark Assignment (executed)#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), effective as of September 30, 2016 (the “Effective Date”), is entered into by and between TRIVANTIS CORPORATION, a Delaware corporation, having an address of 311 Elm Street, Suite 200, Cincinnati, Ohio, 45202, (“Assignor”), and SC ELEARNING, LLC, a Delaware limited liability company, having an address of 311 Elm Street, Suite 200, Cincinnati, Ohio 45202 (“Assignee”).

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the “Purchase Agreement”) dated as of September 30, 2016 with Assignee, whereby Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule 1 hereto (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and:

(a) the corresponding trademark registrations and trademark applications and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, including, without limitation, China, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 advisable or necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, including, without limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the parties hereto under the Purchase Agreement, all of which obligations shall survive the delivery of this

Trademark Assignment in accordance with the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns (if any).

6. Governing Law. This Trademark Assignment shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of Delaware, without giving effect to conflicts of law or choice of law provisions thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has executed this Assignment, as an instrument under seal, effective as of the date first written above.

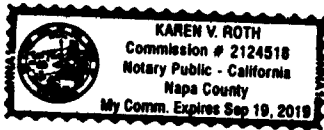
TRIVANTIS CORPORATION, Assignor

By: 
Name: LORI LYNNE M. TODD
Title: CEO

ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Napa ss.

On this the 30th day of Sept, 2016, before me appeared Lori Lynne M. Todd, the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.



Karen V. Roth
Notary Public

My commission expires: 09/19/2019

IN WITNESS WHEREOF, the Assignee has executed this Assignment, as an instrument under seal, effective as of the date first written above.

SC ELEARNING, LLC, Assignee

By: Brian Wall
Name: Brian Wall
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

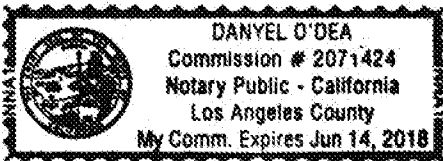
COUNTY OF Los Angeles

On this Sept 30, 2016 before me, Danyel O'Dea personally appeared Brian Wall who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Danyel O'Dea
Signature



SCHEDULE A
ASSIGNED TRADEMARKS

U.S. Trademark Registrations/Applications

<u>Trademark</u>	<u>Registration No. /(Serial No.)</u>	<u>Registration Date/(Filing Date)</u>	<u>Owner</u>
SNAP! BY LECTORA	4228664	October 23, 2012	Trivantis Corporation
SNAP! EMPOWER	4335566	May 14, 2013	Trivantis Corporation
LECTORA	2571196	May 21, 2002	Trivantis Corporation
TRIVANTIS.COM	2607094	August 13, 2002	Trivantis Corporation
LECTORA INTEGRATOR	3246448	May 29, 2007	Trivantis Corporation
TRIVANTIS	3688345	September 29, 2009	Trivantis Corporation
COURSEMILL	2638598	October 22, 2002	Trivantis Corporation
	(86627860)	(May 13, 2015)	Trivantis Corporation

China Trademark Registrations/Applications

	Registration No.	Serial No.	MARK	CLASS
1.	6566540		TRIVANTIS	9
2.	6566539		LECTORA	9
3.	6566538		COURSEMILL	9
4.	6566532		COURSEMILL _	42
5.	6566536		ZAPP	9
6.	6566535		GOTZAPP	9
7.	6566549		GOTZAPP	42
8.	6566537		ZIRADA	9
9.	6566531		ZIRADA	42
10.	9404713		SNAP! BY LECTORA	9
11.	9404709		SNAP! BY LECTORA	42
12.	9404761		SNAP! LIVE	9
13.	9404757		SNAP! LIVE	42
14.	9404712		SNAP! LIVE (Black)	9
15.	9404708		SNAP! LIVE (Black)	42
16.	9404714		SNAP! CHANNEL (Black)	9
17.	9404710		SNAP! CHANNEL (Black)	42
18.	9404759		SNAP! CHANNEL (White)	9
19.	9404711		SNAP! CHANNEL (White)	42
20.	9404707		SNAPISODE (Black)	9
21.	9404760		SNAPISODE (White)	9
22.	9404756		SNAPISODE (White)	42