

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cadence Education, Inc.		04/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zhen Yuan Sundance LLC		
<b>Street Address:</b>	51 Sawmill Road		
<b>City:</b>	Lebanon		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08833		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3822576	THE SUNDANCE SCHOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142240887		
<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>			
<b>Phone:</b>	2142240887		
<b>Email:</b>	jw@awh-llc.com		
<b>Correspondent Name:</b>	John Wilcox		
<b>Address Line 1:</b>	1022E 15th St		
<b>Address Line 4:</b>	Plano, TEXAS 75074		
<b>NAME OF SUBMITTER:</b>	Allred Wilcox & Hartley PLLC		
<b>SIGNATURE:</b>	/Allred Wilcox & Hartley PLLC/		
<b>DATE SIGNED:</b>	10/18/2016		
<b>Total Attachments: 5</b>			
source=Trademark Assignment Agreement (ex)#page1.tif			
source=Trademark Assignment Agreement (ex)#page2.tif			
source=Trademark Assignment Agreement (ex)#page3.tif			
source=Trademark Assignment Agreement (ex)#page4.tif			
source=Trademark Assignment Agreement (ex)#page5.tif			

OP \$40.00 3822576

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of April 30, 2016, by and between, Cadence Education, Inc., a Delaware corporation (the “Seller”), and Zheng Yuan Sundance LLC, a New Jersey limited liability company (the “Buyer”) is being delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of March 18, 2016, by and among, Buyer and Seller (the “Purchase Agreement”). Capitalized terms used herein that are not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, the Seller has all right, title, and interest in and to the trademark listed on Schedule A attached hereto and made a part hereof, together with the goodwill associated with such trademark and all applications, registrations, renewals, and extensions thereof (the “Mark”); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, the Seller agreed to assign to the Buyer all of the Seller’s right, title, and interest in and to the Mark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees as follows:

**Section 1. Assignment.** The Seller hereby irrevocably grants, transfers, assigns, and conveys to the Buyer all its rights, title, and interest in and to the Mark, together with the goodwill associated therewith.

**Section 2. Further Assurances.** The Seller hereby agrees, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by the Buyer to effectuate more fully the assignment contemplated by this Assignment.

**Section 3. Authorization to Record; Power of Attorney.** The Seller authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications, and title thereto, to record the Mark and title thereto as the property of the Buyer, its successors and assigns in accordance with the terms of this Assignment at the Buyer’s expense. The Seller hereby constitutes and appoints the Buyer as its true and lawful attorney-in-fact, with full power of substitution in the Seller’s name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in the Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. The Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

**Section 4. Successors and Assigns.** This Assignment will be binding upon the Seller and its respective successors and assigns and will inure to the benefit of the Buyer and its successors and assigns.

**Section 5. Conflicts.** Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of any party under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

**Section 6. Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

**Section 7. Counterparts.** This Assignment may be executed in one or more counterparts, and each of which shall constitute an original instrument, but all such together shall constitute one and the same agreement. Signature by facsimile or emailed .PDF is hereby authorized.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

SELLER:

Cadence Education, Inc.

By: [Signature]  
David Goldberg, Chief Executive Officer

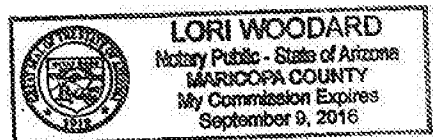
STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April 2016, by David Goldberg, the Chief Executive Officer of Cadence Education, Inc., on behalf of the Seller.

Notary Public in and for the State of Arizona

Notary's Printed or Typed Name: Lori Woodard



My Commission Expires: 9/9/16

[Signature]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

**BUYER:**

Zhen Yuan Sundance LLC

By: Xiangyun Luo  
Xiangyun Luo, Chief Executive Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016, by Xiangyun Luo, the Chief Executive Officer of Zhen Yuan Sundance LLC, on behalf of the Buyer.

Notary Public in and for the State of \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

{BUYER'S SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT}

**SCHEDULE A**  
**MARK**

<b>TITLE</b>	<b>REGISTRATION NO.</b>
The Sundance School	3822576

[SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT]