

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senior Systems, Inc.		11/01/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Education Brands, LLC		
Street Address:	14488 Old Stage Rd.		
City:	Lenoir City		
State/Country:	TENNESSEE		
Postal Code:	37772		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87159882	ASCENDANCE	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	865-546-4305		
Email:	mbradford@luedeka.com		
Correspondent Name:	Luedeka Neely Group, P.C.		
Address Line 1:	P.O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	72334.M1		
NAME OF SUBMITTER:	Michael J. Bradford		
SIGNATURE:	/Michael J. Bradford/		
DATE SIGNED:	01/25/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment"), effective as of November 1, 2016 ("Effective Date"), is entered into by and between Senior Systems, Inc., a Massachusetts corporation ("Assignor"), and Education Brands, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor is the owner of certain trademarks and/or pending applications for registration of trademarks as identified on Schedule A hereto (the "Assigned Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, the sole stockholder of Assignor, and Assignee (the "Purchase Agreement"), Assignor agreed to sell, assign and transfer to Assignee all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks on the terms contained in the Purchase Agreement; and

WHEREAS, the parties wish to record such assignment with the appropriate governmental entities.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, and all goodwill associated therewith, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. Further Assurances. As may be reasonably requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees, to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks, provided that Assignee shall promptly

reimburse Assignor for Assignor's reasonable costs and expenses incurred in complying with the foregoing.

3. Authorization. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to the choice of law principles thereof. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure by any party to exercise, or delay in exercising, any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or any other right, power or remedy.

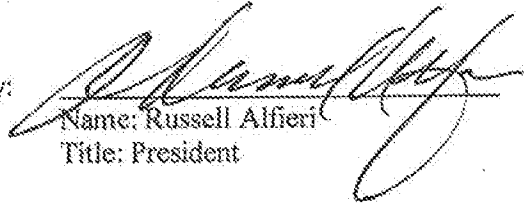
[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

SENIOR SYSTEMS, INC.

By:



Name: Russell Alfieri
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005974 FRAME: 0402

ASSIGNEE:

EDUCATION BRANDS, LLC

By:



Name: Michael E. Stephens, Jr.
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Assigned Trademarks

Trademark	Country	App. No.	Filing Date	Owner
ASCENDANCE	United States	87/159,882	9/2/2016	Senior Systems, Inc.