

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flat World Knowledge, Inc.		08/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boston Academic Publishing, Inc.		
Street Address:	One State Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3577975	FLATWORLD	
Registration Number:	3834811	FLATWORLD KNOWLEDGE	
Registration Number:	4752532	FLAT WORLD	
Registration Number:	4623367	LEARN ON	
CORRESPONDENCE DATA			
Fax Number:	6176079200		
<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:	617-449-6500		
Email:	rdesalvo@mccarter.com		
Correspondent Name:	Lori J. Shyavitz		
Address Line 1:	265 Franklin Street		
Address Line 2:	MCCARTER & ENGLISH LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-3113		
ATTORNEY DOCKET NUMBER:	127425-00002		
NAME OF SUBMITTER:	Lori J. Shyavitz		
SIGNATURE:	/Lori J. Shyavitz/		
DATE SIGNED:	02/06/2017		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 12, 2016, is made by Flat World Knowledge, Inc. (“**Seller**”), a Delaware corporation, located at 1111 19th Street N.W., Suite 1180, Washington D.C. 20036, in favor of Boston Academic Publishing, Inc (“**Buyer**”), a Delaware corporation, located at One State Street, 10th Floor, Boston, MA 02109, the purchaser of certain assets of Seller pursuant to a Subject Asset Purchase Agreement between Buyer and Seller, dated as of August 12, 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;

NOW THEREFORE, the parties agree as follows:

1. 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 (the “**Assigned IP**”):

(a) the trademarks and the registrations therefor set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with all common law rights therein and the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the URLs set forth on Schedule 2 hereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. 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 Assigned IP. 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.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. 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.

6. 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

~~Flat World Knowledge, Inc.~~

By: 

Name: Jade Roth

Title: Chief Executive Officer

Address for Notices: 1111 19th Street N.W.
Washington, DC 20036

AGREED TO AND ACCEPTED:

Boston Academic Publishing, Inc.

By: _____

Name: John Eielson

Title: Co-Chief Executive Officer

Address for Notices: One State Street, 10th Flr
Boston, MA 02109
Attention: CEO

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By:  _____

Name: John Eielson

Title: Co-Chief Executive Officer

Address for Notices: One State Street, 10th Flr
Boston, MA 02109
Attention: CEO

SCHEDULES:

SCHEDULE 1

ASSIGNED TRADEMARKS

US Trademarks:

FLATWORLD (Registration Number: 3,577,975)

FLAT WORLD KNOWLEDGE (Registration Number: 3,834,811)

FLAT WORLD EDUCATION (Registration Number: 4,752,532)

LEARN ON (Registration Number: 4623367)

SCHEDULE 2

ASSIGNED URLS

www.flatworldknowledge.com, www.flatworld.ca, www.flatworldinc.com, www.flatworld.com